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Greene County Public Library (Ohio)



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A black and white photograph of a man, likely a settler, wearing a wide-brimmed hat and a heavy coat. He is sitting outdoors, possibly on a log or a piece of driftwood, with a textured, rocky or wooded background. The image has a halftone or dithered appearance.

The  
GIST SETTLEMENT  
Book

Greene  
Co. Room  
977.1  
Brown

Greene Co. Room 977.1 Brown

Young, Paul, 1926-

The Gist Settlement book

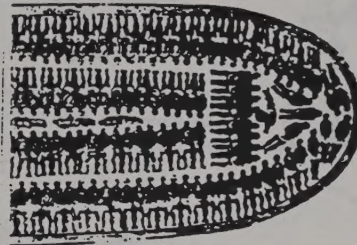
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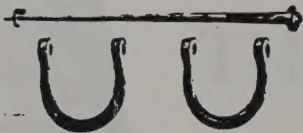
GREENE COUNTY ROOM  
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XENIA, OH 45385

Second in a series called THE BROWN COUNTY BOOKS by Paul Young, who grew up there but now lives in Highland County:

# The GIST SETTLEMENT Book



Paul Young brings together in one place, for the first time, the many elements of the three Gist Settlements, the largest slave relocation project in the nation.



1. The Indentured Waif
2. Instant Gentry
3. Tory, Turncoat
4. Man and Manumission
5. The Green Woods
6. In Among Quakers
7. Deeds and Misdeeds
8. Quarrels, Questions
9. Faint Shadows





# OLIVER TWIST

BY CHARLES DICKENS

HIGHLAND COUNTY  
DISTRICT LIBRARY

Highland County District Library  
Hillsboro, Ohio

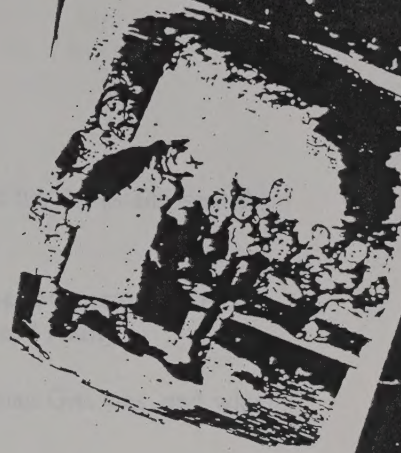
With illustrations from drawings by George Cruikshank together with an introduction by May Lamerton Becker, author of "Introducing Charles Dickens"



NEW YORK · DODD, MEAD & COMPANY



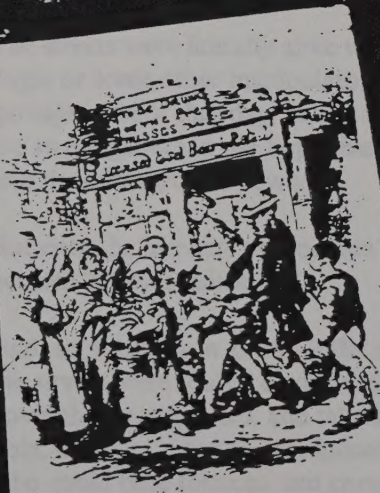
"This is him, Fagin," said Jack Dawkins; "my friend Oliver Twist."



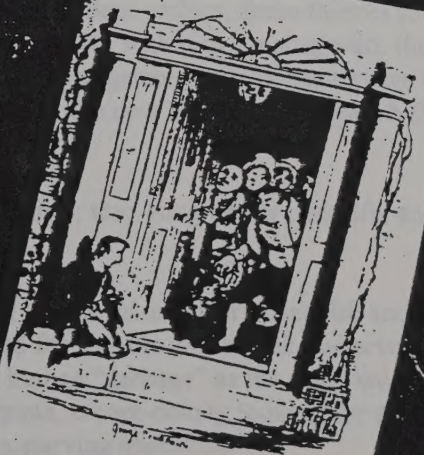
"Pleee, Sir, I want some more."

1.

## THE INDENTURED WAIF



"I don't belong to them. I don't know them. Help! help!" said Oliver, struggling in the man's powerful grasp.



"A boy!" exclaimed Mr. Corby, violently pushing the other into the background. "What's the matter with the—  
Why—Bretton—look here—don't you know?"



Samuel Gist was born 1724, very poor.

He died 1816, very rich.

He has now been "on trial" for nearly 200 years.

Yet the jury seems finally able to render a verdict on this man who freed his slaves and sent them to Brown and Highland Counties, and created settlements for them.

Yet the settlements have not lived up to his expectations, and any number of reasons have been given, and any number of individuals blamed for the gap between hope and reality.

The jury now thinks it time to review the evidence . . . to say who this man Gist was, and why he did what he did, and why his settlements didn't measure up.

#### Evidence:

Samuel Gist was born a blue-boy in Manchester, England. Time : 1724, when the cities of Europe were overrun with the poor, and therefore the prisons overrun because these poor people stole to stay alive, and went to debtor's prison for stealing nothing more than a loaf of bread from a street stall, a handful of turnips from a patch.

A "blue boy" was - - in those days of not-so-merry olde England - - a boy who wore the blue uniform of the orphan sent to spend his young life in an institution, called "hospital and home," not much hospital but even less home.

These blue-boys (and girls, too) took to the streets, lived by their wits, walking models for Charles Dickens when he wrote "Oliver Twist."

The streets were literally alive with these scamps, these waifs, these urchins, these thieves (of Fagin or some other manipulator). But the streets were also alive with pigs running wild, the garbage-men of that day, eating the human wastes, the rotting vegetables, the bones thrown into the street-gutters in the hope that, if the pigs didn't get them, the next big rain would wash them into the underground sewers.

But even the heaviest rain couldn't uproot these Oliver Twists; they hung on for dear life, and became "a royal nuisance."

And, so, when - - in 1739 - - the magistrates decided that (a) the prisons were over-full and (b) the streets were fouled by discards of all types, they called for ships to come to the wharves, let down their gangplanks, and take aboard as much of this human "garbage" as the ships would hold; and take it out to sea, indeed across the sea to Virginia, crown-colony looking for people who could raise tobacco and corn for shipment back to a starving multitude.



Samuel Gist, age 15, was in one of those ship's holds, no better than a slave, and intended to become a slave. But, society being what it always is, if the skin was white, they boy became "indentured servant," if black, slave for life, neither with real hope of becoming more.

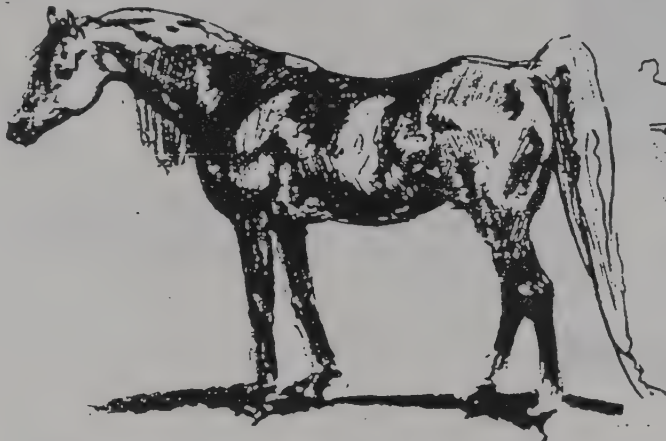
Yet Samuel Gist had the great, good fortune to be indentured (for seven years, until he was 21) to a merchant, to learn how to sell what he had for so long only stolen. And, as if Fagin had selected him with the fine hand of an expert at human nature, Samuel Gist found his niche. Running the store for John Smith at Smith's Gold Hill plantation on the Pamunkey River, well up from the Chesapeake, due north from the new Virginia capital of Richmond.



Colton's Common School Geography.

MAP N<sup>o</sup> 9.

UNITED STATES



2.

INSTANT GENTRY







John Smith was no ordinary store-keeper; Gold Hill was a very profitable tobacco plantation with slaves doing the work . . . black slaves a step above this indentured servant Samuel Gist.



But Gist was white, and bright, and eager to take on responsibility, and turned an ordinary store into a "winner." It stood a mile from the tobacco-shipping port on the Pamunkey, a port called Page's Warehouse, a port that thought of itself as Hanover town. But Virginia, with a few hundred plantations along the deepest rivers (for they were the roads of the day), hence that part of the name, Hampton Roads, where ships came and anchored, waiting to be loaded with tobacco, to be taken to England, and the holds refilled with things made of iron, things woven, things of pewter and silver and china, things for the plantation owners' families; the slaves could "get by" with far less, their clothes the throw-away things from making linen vestments for the big house or merely hemp bags from Chile where bat manure (guano) had been scraped from the caves and brought north as the principal fertilizer then available to keep tobacco from totaling wearing out the Tidewater soil. And when guano was not sufficient, then the planter merely told his slaves which woods to cut down and clear and plant, leaving the old tobacco fields idle, fallow, growing up with grass, weeds, bushes, fit only for running cows, horses, pigs, loose in the old fields.

Gist grew into a trusted store-keeper.

Then, in 1746 -- just a year before Gist's indenture was to end -- John Smith "turned up dead" of mysterious causes, leaving Samuel Gist alone in the store, the Smith widow a hundred yards away in the big house, never before expected to know about the store, even the plantation, for the





plantation had a steward, Benjamin Toler, and he had sons who would become stewards in their own time, making stewardship a family affair just as planter was a family affair.

But Smith had no sons, and women were not expected to do "men's work," hence the great opportunity that faced Gist, and that Gist promptly took hold of.

And so the wealthy widow, Mary (Massie) Gist, depended on Gist as her husband had long done, and a year later, in 1747, marriage bans were being posted for Mary Smith and her new husband, Samuel Gist.

Marriage made him "instant gentry, one of the wealthiest men in Virginia.

Young Samuel Gist, now age 23, knew what to do with his new-found wealth: enjoy it . . . bring over the first Arabian horses ever seen in America, bring them and race them, and bet with the other planters who also began to bring them over from England . . . whole fortunes, indeed whole plantations, changing hands at the track.

Mary, the merry widow, wanted all manner of new clothes, new furniture, new rugs for the big house. The two Smith daughters, Mary and Elizabeth, wanted their share of the finery from London, indeed from the world. And so the Gists - - Samuel, wife Mary, step-daughters Mary and Elizabeth - - enjoyed living "high off the hog," meaning chops not sow-belly on the table.

It was what befitted the English "lord" and his "manor."

Young Mary played the piano when the neighbor girl, Mary Shelton, said she would marry another neighbor, young Patrick Henry.



BRITISH ISLES.

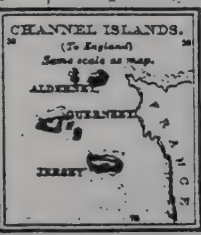
Scale of Miles.  
0 50 100 150

1000 Square Miles.



3.

TORY, TURNCOAT



Longitude East 73 from Washington.



But Samuel stayed away from the wedding, thinking young Patrick Henry too much a trouble-maker . . . the young bartender at Hanover Court House too prone to speech-making, to showing off his great skills with the mother tongue.



And, so, when Patrick Henry mouthed the phrases, "if this be treason, make the most of it . . . give me liberty or give me death," Gist could see the Hanover militia under Henry becoming "real trouble," and so decided to go off to London with the wife Mary, to wait out the commotion. Step-daughters Mary (now Mrs. William Anderson) and Elizabeth (now Mrs. Martin Fowkes) could do as they wished, stay in revolutionary Virginia; the parents would take an extended holiday abroad.

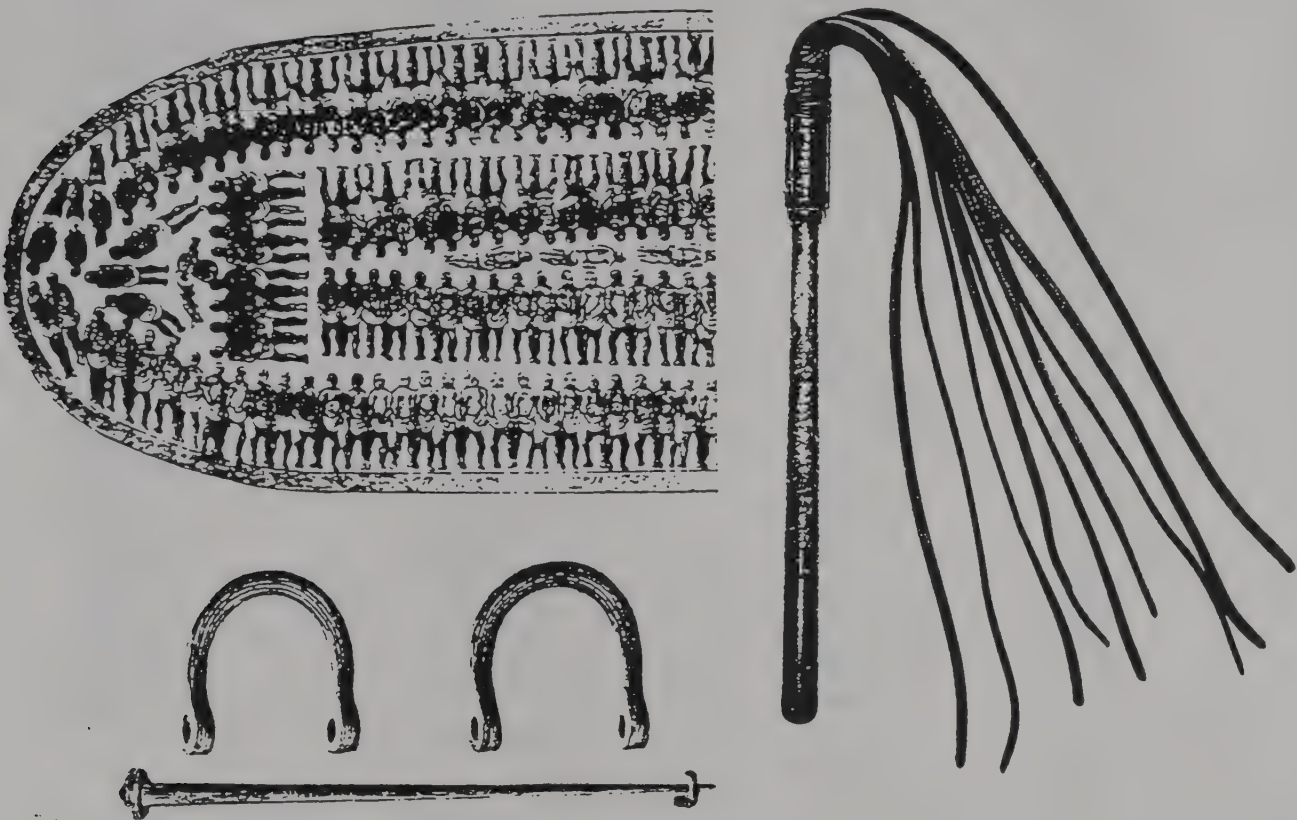
But Mary, too, died before sailing time. And so Samuel sailed alone . . . never to return to the colony where he had become "instant gentry."

Yet, when the colonies got down to true revolution, to war, he transferred ownership of all Virginia lands - - in Hanover, Goochland and Amherst Counties--into step-daughter Mary's name. Her husband, William, could run things, with Benjamin Toler as steward, aided by his son Matthew. He might even buy additional lands as they came on the market, as they were needed to keep the 134 slaves fully occupied, winter and summer, if not in agricultural pursuits, then in mining (in Goochland County, where Mary Massie had grown up) or in lumber (in Amherst County, further up the James River, in the Piedmont.)

But Gist made it clear that he expected Mary to give him back his estates once "the commotion" had died down, the war over, the King surely back in control over these upstart "patriots."



Samuel Gist invested his monies, built a fortune, part of it from the slave-trade. He bought a slaver, and bought and sold African slaves in the colonies, perhaps to his very own plantations. He was not the ship's captain, only its owner, reaping the profits without "dirtying his hands" at dealing in human chattels.



And, so, by the time "the commotion" ended, Cornwallis and the Redcoat cause dashed, and the peace signed in Paris creating the new United States of America, Gist despaired of ever getting back his lands and slaves. But the new U.S. of A. was especially generous with the turncoat Tories, let them regain title, go on running their plantations as though nothing had ever happened.

The Gist plantations prospered in their trade with England - - now "the mother country," the slaves multiplying from 134 in 1775 . . . to 149 in 1783 . . . to 172 in 1787 . . . to more than 200" when Gist decided (at age 84) to write his will . . . and to 274 in 1818 when the will was read, after Gist had died at age 92 in 1816.

He also had indentured servants at some point, but not at will-time.

In 1776, Virginia authorities took this census of slaves on Samuel Gist's far-flung empire (5,387 acres of owned-land, plus however many leased acres Gist might have had):



AMHERST COUNTY

1,000 acres  
worked by 15  
slaves:

Milley, 2 (so born  
1774 and there-  
fore age 54 if  
she moved west  
in 1819)  
Jack, 2  
David, 3  
Winney, 4  
Esther, 12  
Jack, 12  
James, 13  
Bob, 17  
Arnold, 17  
Liddy, 17  
Molly, 17  
Eye, 27  
Isaac, 27  
Judy, 32  
David, 35  
Jack, 40  
Lucy, 42  
Peg, 52

GOOCHLAND COUNTY

1,500 acres (including  
mines) worked by  
29 slaves:

Tucker, 1  
James, 1  
George, 1  
Harry, 1  
Jacob, 2  
Sarah, 4  
Charlotte, 4  
Pompey, 6  
Milley, 7  
Nan, 8  
York, 8  
Moses, 8  
Rose, 10  
Dolly, 15  
Sylvia, 17  
Blane, 17  
Dingo, 17  
David, 17  
Molly, 22  
Dick, 22  
Fan, 27  
Dick, 27  
George, 32

HANOVER COUNTY

2,887 acres  
worked by 48 slaves:

|               |              |
|---------------|--------------|
| Harry, 1      | Billey, 17   |
| Tom, 1        | Silvia, 17   |
| Sula, 1       | Isaac, 17    |
| Hannah, 2     | James, 17    |
| Betty, 4      | Catty, 18    |
| Doll, 4       | Amy, 20      |
| China, 4      | Daniel, 21   |
| Luck, 4       | Tom, 21      |
| Jerry, 4      | Nan, 22      |
| Sall, 4       | Sam, 22      |
| Solomon, 5    | Bett, 22     |
| Milly, 7      | London, 22   |
| Strawberry, 7 | Turner, 27   |
| Winney, 7     | Hannibal, 30 |
| Dan, 7        | Luck, 31     |
| Ben, 7        | Sall, 31     |
| Billy, 8      | Ruth, 32     |
| Joe, 9        | Alice, 32    |
| Sonny, 10     | Milley, 32   |
| James, 10     | Pet, 32      |
| Harry, 10     | David, 34    |
| Joe, 12       | Jane, 34     |
| Buck, 12      | Charles, 35  |
| Will, 12      | Suky, 32     |
| Abraham, 12   | Cato, 43     |
| Jim, 14       | Lucy, 43     |
| Brown, 15     | Grace, 43    |
| Grass, 15     | Bob, 48      |
| Jerry, 15     | Bristol, 53  |
|               | Peter, 53    |

4 families?



6 families?

30 families?

Is it possible that no slave was living beyond 60? or had slaves, by 60, so disabled themselves that they were "not even counted," supported for food, shelter, medical care and burial?



There is reference in the Highland County Common Pleas Court materials of slaves too old, too infirm because of blindness and injury to be brought west, their care "assured" by Wickham & Page.

We can probably assume another 10% in the Gist slave-count.

The 1783 census was more specific in Goochland County . . . three separate plantations:

OLD QUARTERS,  
with 31 slaves,  
3 horses, 18 cattle  
and 14 hogs . . .  
slaves named:

MIDDLE QUARTER,  
with 16 slaves,  
3 horses, 21 cattle  
and 15 hogs . . .  
slaves named:

MASSIE'S PLANTATION  
with 16 slaves, 2 horses,  
14 cattle and 26 hogs . . .  
slaves named:

|           |        |
|-----------|--------|
| Cato      | James  |
| Ben       | Cupid  |
| Dick      | Bick   |
| York      | Rachel |
| Pompy     | Luck   |
| Moll      | Winney |
| Fann      | Nann   |
| Silvia    | Sam    |
| Nann      | Tillie |
| Dick      | Hannah |
| Judah     | Aggy   |
| Moll      | Chloe  |
| Milly     | Judah  |
| Rose      | Tom    |
| Harry     | Nann   |
| Charlotte |        |

|        |
|--------|
| George |
| Moses  |
| David  |
| Dingo  |
| Bob    |
| Liddy  |
| Easter |
| Suck   |
| Liddy  |
| Pegg   |
| Jacob  |
| George |
| Tabb   |
| Amey   |
| Rose   |
| Rachel |

|        |
|--------|
| Sam    |
| Eye    |
| Isaac  |
| Peter  |
| David  |
| Chloe  |
| Doll   |
| Hannah |
| Lucy   |
| Sarah  |
| Jacob  |
| Jack   |
| Silvia |
| Dick   |
| Frank  |
| Milly  |





Surveyed for Gadwallader Wallace, assignee, 1447 acres of land on the following Military  
 Warrants: 1052220 on No. 6717, 5756, 56263 part of the following; 300  
 on No. 5721, 200 acres on No. 5778, 517 acres on No. 5885, and 200  
 acres on 6237, on the waters of Whitlock & Branch creeks;  
 Beginning at the E. end, southeasterly corner to John Brown's  
 survey No. 4707; thence S. 22° W. 116 poles, crossing a branch at one pole  
 to two Dogwoods from one root, corner to Brown's survey; thence S. 81° 1/2° W. 22  
 poles to a Whitlock and Dogwood corner to said survey; thence with a  
 bearing on the line of said land the line of said Brown's survey  
 No. 4956. The corrected course thereof S. 4 1/2° W. 428 poles, crossing  
 a branch four times to two Elms, southeasterly corner

No. 7597, 9646 & 9666.

1417. Acres.

To survey No. 4966; thence S. 8 poles, crossing at  
 2 poles to an Ash, Sugar tree and  
 Red oak; thence W. 256 poles, crossing  
 two branches to two Hickories and a  
 Maple; thence S. 100 poles to a  
 Hickory survey No. 3378 and easterly corner  
 to Mary Harrington's survey No. 3234; thence with  
 Harrington's line, passing his northerly corner at 344  
 poles, and the line of George Cokeridge's survey No. 3734,  
 N. 21° W. 308 poles, crossing a large branch at 80 poles to a  
 small Maple and two Elms, northerly corner to Cokeridge's  
 said survey in the line of Curtis Wendall's survey No. 2071;  
 thence with said line and the line of John Stokes's survey No. 3401,  
 N. 60° E. 447 poles to four Maples, E. corner to said Stokes's survey;  
 thence N. 64° W. 196 poles to three Red oaks and a Beech S. corner to  
 Lawrence Drent's survey No. 3629; thence N. 61° E. 160 poles to an Elm,  
 Sugar tree E. corner to said survey in the line of Peter Casey's survey No. 3631; thence with said line  
 S. 29° E. 117 poles to two Elms and a Maple southerly corner to said survey; thence N. 61° E. 192 poles,  
 crossing a branch to a Maple and two Hickories easterly corner to said survey; thence S. 29° E. 100  
 poles to a Hickory and Elm in the line of Coleman's said survey; thence with said line S. 33° W. 40 poles  
 crossing two branches to the beginning.

Gadwallader Wallace, Ad. S.

September 8<sup>th</sup>, 1818.  
 September 11<sup>th</sup>, 1818.

George Reynolds }  
 Oliver Reynolds } C. L. Thomas Marshall, N. E.

# MAN AND MANUMISSION



To the surprise of everyone - - in Bristol, in London, in Virginia - - Gist would be very generous with English relatives, including step-daughters Mary (now Mrs. Martin Pearkes) and Elizabeth, still Mrs. William Fowkes, both childless, without issue, both also beyond the child bearing age. to the great chagrin of a wealthy man wanting a son to carry on the name. He would offer a nephew a fortune if he would take the name of Gist.

But he would give his Virginia plantations over to his agents there, for the benefit of his slaves, whom he planned to free.

al Gist  
Mill

Will ~~and~~ ~~as follows~~ as follows to wit. "To all and singular the faithful in Christ to whom these our present letters testimonial shall come, or whom the matters herein written do or may hereafter in Charles by divine providence archbishop of Canterbury primate of all England and Metropolitan, send greeting in our Lord God everlasting, and will that undoubted faith be given to these presents, and do make known and will that it be hereby made known to you that on searching the Registry of our Prerogative Court of Canterbury in the archives thereof there well and faithfully preserved and kept, we have found among other things in the same that on the seventh day of February in the Year of our Lord one thousand eight hundred and fifteen at London before the Worshippful Samuel Pearce, Parson, Doctor of Laws and Surrogate of the Right Honorable Sir John Nicholl Knight, Doctor of Laws - Master Keeper or Commissary of our Prerogative Court of Canterbury aforesaid, lawfully constituted the last will and testament with four bodicell sheets of Samuel Gist late of Tower Street in the parish of Saint Giles in the fields, in the County of Middlesex, esquire deceased having whilst living and at the time of his death, Goods Chattels or credits in Divors Diocesses or jurisdictions, sufficient to form the jurisdiction of our Prerogative Court of Canterbury aforesaid, was proved, approved, and registered and administration of all and singular the Goods, Chattels, and credits of the said deceased or any way containing, his said will was granted to Martin Pearkes and Francis Incegg esquire, two of the surviving Executors named in his said will, they having been already sworn well and faithfully to administer the same, and to make a true and perfect inventory of all and singular the said Goods, Chattels, and credits and to enter the same into the Registry of our said Court, on or before the last day of August next ensuing, and also to render a true and true account thereof. Power reserved of making the same grant to William Fowkes Esquire the other surviving Executor named in the said Will, when he shall apply for the same which said Will and bodicells and also the affidavits of Martin Pearkes, Henry Hewitt, John Wood - Barridge and George Haas Esquires in these words. This is the last and testament of me, Samuel



and list of Green Street in the Parish of Saint the  
 in the County of Middlesex Esquire, made the Twenty second day of June  
 in the year of our Lord One thousand, Eight hundred and Eight  
 + First I will and direct, that all my just debts and funeral  
 expenses be fully paid, and I desire that my funeral may be  
 plain but decent; and that I may be buried in a Vault I  
 have built under the Church at Mornington in the County of  
 Gloucester, in a Coffin made of marble, which will be found  
 contained within a deal case, and placed in my Vault in  
 Green Street aforesaid; and I also desire that a Floor may, with  
 stone steps, may be made down into the Vault, and that a  
 plain inscription of my name and age, be written on the  
 Blue Stone of that County, and placed against the North Wall  
 within the Chancel of the Church at Mornington, and subject to  
 the payment of my just debts and funeral expenses. I give  
 devise and bequeath as follows. I Give and bequeath to my  
 Cousin James Gist, who went to India, upwards of Forty  
 Years ago, the Sum of One hundred pounds, and in case the  
 said James Gist should be already dead, or may die in my  
 life time, then I give and bequeath the said Sum of one hun-  
 dred pounds unto the Child, or Childs or Children of the said James  
 Gist (if any such there be living at the time of my decease) to  
 be equally divided between or amongst them if more than one  
 share and share alike. I also give and bequeath unto the said  
 James Gist the Sum of Fifty pounds per annum, to be paid to  
 him quarterly during the term of his natural life, without  
 any deduction or abatement whatsoever, the first quarterly  
 payment of the said annuity to begin and be made, with-  
 in three Months next after my decease; and I do hereby devise  
 and direct my Executors hereinafter named, by advertisement  
 in the public Newspaper, and by such other ways and means  
 as may be thought most likely to answer the purpose, to enquire  
 and find out if possible, the said James Gist; that he may re-  
 ceive the benefits intended for him, as mentioned in this my  
 will; I give to the daughter, and only Child of my Cousin John  
 Rogers now deceased, the Sum of One hundred pounds, I give to  
 all and every, the Child and Children of my Cousin Henry Rogers  
 late of Bristol in the County of Gloucester deceased, who shall  
 be living at the time of my death the Sum of One hundred pounds  
 equally to be divided between or amongst them, if more than  
 one, share and share alike; I give to Samuel Rogers of London  
 Son of the above named Henry Rogers, all my wearing apparel  
 which I shall be possessed of at the time of my decease.  
 I Give and bequeath unto Elizabeth Sollicke, of Bristol, of my  
 Sister of the said John and Henry Rogers, the Sum of one hun-  
 dred pounds, and in case of her death, in my life time, or if she  
 should be already dead, then I give the said Sum of one hun-  
 dred pounds unto the Child or Children of the said Elizabeth Sol-  
 licke (if any such there shall be living at the time of my decease)  
 to be equally divided between or amongst them, if more than  
 one, share and share alike. I give to —



...the Sum of — hundred pounds, and  
of her the said — Union, in my life time or if she be already  
dead, then I give the said Sum of One hundred pounds, unto  
and amongst all and every the Child and Children of the  
said — Union who shall be living at my death, equally  
to be divided between or amongst them, if more than one  
share and share alike. I give to John Williams of London  
the Sum of One hundred pounds, and in case of his death in  
my life time or if — be already dead, then I give the same  
Sum of one hundred pounds, unto the Child or Children of  
the said John Williams (if any such there shall be at the time  
of my decease) to be equally divided between or amongst them  
if more than one shall be then living, share and share alike.  
I also give and bequeath unto the said John Williams, the  
Sum of Fifty pounds per annum, to be paid to him quarterly  
by equal portions, during the term of his natural life, with-  
out any deduction or abatement whatsoever, the first  
quarterly payment of such annuity, to begin and be made  
within three Calendar Months next after my decease, and  
whereas a dispute arose some time ago between John  
Weisoy of London Merchant, deceased, and myself, at the  
time I resided in Virginia, relative to the payment of a  
Bill of Exchange and other Money matters amounting in  
the whole to the Sum or Value of Three hundred and Twenty  
pounds, or Three hundred and Thirty pounds or thereabout  
which dispute was after the decease of the said John Weisoy,  
an appeal from the Courts of Virginia to the King in Coun-  
cil in England, determined in my favour, and the said  
Sum of Three hundred and Twenty (pounds, or three hundred  
and thirty pounds, together with some other Sum of Money,  
was by the advice of the Council of the said John Weisoy  
afterwards paid to me. Now as the transaction was a very  
long standing, lest any mistake may have happened, and  
the payment of this Money has been made to me to the  
proprize of the family of the said John Weisoy, I give to  
the Child or Children of the said John Weisoy who shall be  
living at the time of my decease, the Sum of three hundred  
and fifty pounds, to be equally divided between such Chil-  
dren if more than one shall be then living, share and share  
alike, but if there shall be no such Child of the said John  
Weisoy living at the time of my decease, then I give the said  
Sum of three hundred and fifty pounds, to the legal personal  
representative or representatives of the said John Weisoy  
to be considered and applied as part of his personal estate.  
I give to Thomas Darraott of Virginia my Gold Watch, Chain  
and Scabbard by Mudge and Dutton; I give to Leighton Wood, now  
in my employ, the Sum of One hundred pounds, and the further  
Sum of Ten pounds for Mowring, provided he continues to act  
in my concerns, and upon the same terms he now does. —  
I give to George Reeves my apprentice, the Sum of One hundred  
pounds, and the further Sum of Ten pounds for Mowring.  
— I give to — named the said



Bristol an annuity or yearly sum of  
and during the term of his natural life, to be paid, and  
payable to him or his assigns, by four equal quarterly payments  
in the year without any deduction or abatement whatsoever  
the first payment thereof to begin and be made within three  
months after my decease. I give and bequeath unto Josiah Pol-  
lock of Bristol Esquire, an annuity or yearly sum of three hun-  
dred pounds, for and during the term of his natural life, or  
until he shall become entitled to an estate in the heredita-  
ments, herein after directed to be limited to him, to be paid,  
and payable to him the said Josiah Pollock or his assigns,  
four equal quarterly payments in the year, without any deduc-  
tion or abatement whatsoever, the first payment thereof to be  
and be made within three months after my decease; and  
Whereas by an act passed by the assembly at Virginia, at  
their session in the month of May, one thousand seven hundred  
and Eighty two entitled "an act to invest the estate of me the said  
Samuel Gist, in Mary then the wife of William Anderson (now  
the wife of Martin Parkes herein after named) and her heirs, and  
assigns, and for other purposes" after reciting that application  
had been made, to that General assembly by William Anderson  
and Mary his wife for an act to pass vesting the estate in the  
Commonwealth belonging to me the said Samuel Gist - a British  
Subject in the said Mary (and who was then stated to be my  
only child) who was a native of, and resident in that State  
and it being adjudged expedient so to do. It was enacted  
by the said General assembly, that all the estate, both real  
and personal in that Commonwealth belonging to me, the  
said Samuel Gist should be and the same were thereby  
vested in the said Mary Anderson (now Mary Parkes) her heirs  
and assigns; Now I do declare that the same act was obtained  
only for the purpose of vesting such my estates in Virginia, in the  
said Mary Anderson (now Mary Parkes) as being a native of, and  
resident of that State, in trust for me and my use, and to be  
disposed of at any future period in the manner I should  
direct; and whereas I have hitherto paid the said Mary Parkes  
the sum of five hundred pounds per annum in considera-  
tion, and on condition that she shall when required so to do  
relinquish and give up all claims whatsoever to my said  
estates both real and personal in Virginia, and which have  
settled upon her by that State in manner aforesaid; Now I  
give and bequeath to my trustees and executors, herein after  
named, their Executors and administrators, during the life of the  
said Mary Parkes, not only the said sum of five hundred pounds  
per annum, but also the further sum of one thousand three  
hundred pounds per annum, of lawful money of Great Brit-  
tain, for her benefit, as herein after mentioned to be paid, and  
payable by equal half yearly payments without any deduc-  
tion or abatement whatsoever, the first payment thereof to  
begin and be made within and upon the expiration  
of three calendar months next after my decease, upon condi-  
tion, that she do when thereto required, and



Survivors or assigns of such Survivor, relinquish the same  
the said estates in Virginia, and convey and assign the same  
in the most full and ample manner, as shall be thought most  
proper and advisable by them, for the purposes hereinafter in  
that behalf expressed; But if she shall refuse or decline so to  
do upon payment, then I do declare the said yearly sum of  
Five hundred pounds, and one thousand and five hundred  
pounds per annum, shall cease and be void, and that all  
and every other sum and sums of money which she, the  
said Mary Parkes would have been entitled to, and which  
I may give to her by this my will, shall not be paid to her  
and in lieu thereof, I give to her the sum of one shilling only,  
and I do direct that the same several annuities or yearly sums  
of one thousand five hundred pounds, and five hundred pounds  
in case the same shall become payable, or so long as the same  
shall be payable, shall be paid to the said Mary Parkes, or to  
such person or persons as she from time to time by any writing  
or writings under her hand shall appoint, and for her  
own sole, and separate and peculiar use and benefit, and  
that the same shall not be subject to the debts, contract  
or engagements of her present or any future husband; and  
that her receipt alone, or of such person or persons, as she  
shall so appoint, notwithstanding her coverture, shall be a suf-  
ficient discharge to the person or persons paying the same, and  
in case of such deficiency of my personal estate not herein  
specifically given or bequeathed as hereinafter mentioned; I do  
hereby charge and make liable all and singular my, freehold  
and leasehold estates whatsoever, and wheresoever situate in Great  
Britain with the payment thereof accordingly; and I do give to  
Trustees and Trustees thereof, for the time being the same Remedies  
and powers for the recovery of the same annuities or the arrears  
thereof, as Landlords have for rent on a demise at common  
law, but upon the condition aforesaid; I give to the said Mary  
Parkes the legacy of sum of Two thousand pounds of lawful  
money aforesaid to and for her separate use and benefit, if she  
complies with the conditions before mentioned respecting my  
estates in Virginia but not otherwise; I also give to the said  
Mary Parkes all my pictures and printed Books of whatever des-  
cription, in my house in Grosvenor Street aforesaid, and four silver  
dishes with the covers thereto belonging, a large silver cup gilt, four  
large pillar candlesticks, a silver Inkstand, silver Snuffers and  
pan, she complying with the condition aforesaid, and the residue  
of my plate I give to Elizabeth Foulke hereinafter named, she com-  
plying if necessary with the same condition, hereinafter mentioned  
and whereas in case of non compliance of the said Mary Parkes  
in not conveying and giving up all her claims and interests  
to my said estates in Virginia as aforesaid, Elizabeth the wife of  
William Foulke hereinafter mentioned may possibly become en-  
titled to the same, and as it is my wish that such estates, -  
shall hereafter, shall go, remain and be, upon and for the uses, trusts  
interests and purposes hereinafter expressed; Now in case of such



Trustees and Executors hereinafter named or to be named  
min of them, or the heirs, executors, or administrators of such survivor  
relinquish and give up the said estates in Virginia and convey and  
assign the same in the most full and ample manner, as shall be  
thought most proper and advisable for the purposes hereinafter ex-  
pressed, but if she shall refuse so to do, then I do declare that all  
and every the legacies yearly, and other sum or sums of money,  
and benefit which she the said Elizabeth Horoke would be enti-  
tled to, and which I may give her by this my will, and which  
shall not then have been actually paid, shall not be paid, and  
in Lieu thereof I give to the said Elizabeth Horoke the sum of one  
shilling only: But in case the said Elizabeth Horoke shall comply  
with such condition or such compliance shall have become neces-  
sary, by the previous compliance of the said Mary Starkees or  
otherwise than and in either or any of the said cases, I give to her  
the said Elizabeth Horoke, the sum of One thousand pounds of law-  
ful British Money, to and for her own peculiar and separate use,  
and benefit, and whereas the said Elizabeth Horoke now receives  
under and by virtue of the Settlement made on her Marriage  
with William Horoke, the sum of Four hundred and Eighty pounds,  
being the interest and dividends arising from the sum of Twelve  
thousand pounds, four per cent annuities, and which said sum  
of Twelve thousand pounds four per cent annuities will by  
virtue of such Settlement, revert to me after the decease of the  
said Elizabeth Horoke in case she does not leave issue, that  
may become entitled thereto under or by virtue of the said Set-  
tlement; Now I do hereby give and bequeath unto my said  
Trustees, their Executors and administrators, during the life of  
the said Elizabeth Horoke the sum of one thousand five hundred  
and twenty pounds per annum in addition to the said  
sum of Four hundred and Eighty pounds per annum which she  
now receives as aforesaid, (making together the sum of One thou-  
sand per annum) for and during the term of her natural life, to  
be paid and payable to her at such time and in such man-  
ner as she now receives the said sum of Four hundred and  
pounds per annum; and I do direct that the same annuity  
of one thousand, five hundred and twenty pounds shall be paid  
to the said Elizabeth Horoke to and for her own separate and pecu-  
liar use and benefit, or to such person or persons, as she in this  
writing under her hand shall from time to time appoint, and that  
the same or any part thereof, shall not be subject or liable  
to the debts, control or engagements of her present or any fu-  
ture husband, and that her receipt alone, or of such person or  
persons as she shall appoint, notwithstanding her coverture, shall  
be a sufficient discharge to the person or persons paying the same.  
And in case of such deficiency of any personal estate not  
hereto specifically given or bequeathed as herein after mentioned  
I do hereby charge and make liable my said Freehold and lease-  
hold estates in Great Britain, with the payment of the said an-  
nuity, a yearly sum of one thousand five hundred and twenty  
pounds, and I do give unto my said trustees, their Executors and



the said annuity of one thousand pounds, and the arrears thereof as Landlords have for rent on a demise at Common Law, and in case of the death of the said Mary Parkes in the lifetime of the said Elizabeth Howke (and subject to the conditions aforesaid but not otherwise) then and in such case my will is, and I direct that a further annuity or sum of five thousand pounds per annum of lawful money shall go to and be paid to the said Elizabeth Howke in addition to the said yearly sum of one thousand five hundred and twenty pounds, and four hundred and eighty pounds per annum before directed to be paid to her, or to which she will be entitled to receive as aforesaid, and in case of the death of the said Elizabeth Howke (and subject to the conditions aforesaid but not otherwise) then, and in such case my will is, and I direct that a further annuity or yearly sum of one thousand five hundred and twenty pounds shall go to and be paid and payable to the said Mary Parkes, for and during the term of her natural life in addition to the annuities hereinafter given to her, and my will is, that such annuities respectively, shall be paid in like manner for the sole and separate use of the said Mary Parkes and Elizabeth Howkes respectively, and be subject in all respects to the same provisions and directions, as the respective annuities hereinbefore directed to be paid to them respectively are made, subject to as aforesaid, and that my trustees and I trustee for the time, shall have and be vested with the same powers for recovering and receiving the same, as are hereinbefore given with respect to the annuities herein first directed to be paid to them respectively, (but subject to the conditions aforesaid) I give to each of my servants, who shall have lived with me three years, and who shall be living with me at the time of my decease, the sum of ten pounds, and the further sum of ten pounds each for mourning, whether have lived with me three years or not, and to such others of them, who shall have lived with me seven years, and upwards without having quitted my service unless by sickness or other unavoidable causes, the sum of twenty pounds each, and the further sum of ten pounds each, whether they have lived with me seven years or not, for mourning, independent of any wages that may be due to them at that time. I give to my coachman Thomas Bland, if he be living with me at the time of my decease, all my carriages and horses with their harness, over and above and independently of the wages that shall be due to him at the time of my decease; and I do direct my Executors hereinafter named to pay or allow to the executors or administrators of John Sall late of Virginia Merchant, deceased, the sum of money which he the said John Sall claimed of me as and for an abatement on the Commission of the Robbery which he consigned to me on Condition - Notwithstanding that such executor or administrator do and shall previously pay to my said executor the balance of the accounts between us and which was due from him the said Sall at the time of



with my son in law  
Martin Parkes of Upper Hanley Street in the County of Middlesex  
Esquire, and Francis Gregg of Skinner's Hall in the City of London  
Esquire, and George Clarke of Lombard Street in the said City, Bank  
the sum of Five thousand Pounds upon Trust that they or the  
Survivors or Survivor of them, his executors or administrators, shall  
and do immediately after my decease, or so soon after as  
conveniently can be, lay out and invest the same in the purchase  
of three pounds per cent consolidated Bank annuities, and  
from time to time lay out and invest the interest, and divid  
ends to accrue, due in respect thereof in the same or some other  
of the public funds or securities for and during, and unto  
the full end and term of seven years, and from and after the  
expiration of the said term of seven years, I do declare and  
direct that they the said, William Forke, Martin Parkes, Fra  
cis Gregg, and George Clarke or the Survivors or Survivor of them  
or the Executors or administrators of such Survivor, do and shal  
stand possessed of, and interested in, the said sum of Five thousand  
Pounds, and the Stocks, funds, and Securities, whereon the same  
and the dividends, interest and annual produce thereof shall  
be invested, and of all accumulations thereof upon the Trust  
herein after declared. Now Upon Trust to divide the same to and  
amongst every and all of my paternal and Maternal relations  
who shall be living at the time of my decease (such relations  
being within the first second, third and fourth degrees of kindred  
in equal proportions, and share and share alike, and in order  
to ascertain those my relations, who shall be living at the time  
of my decease and entitled to a distributive share of and in the  
said sum of Five thousand pounds and the Securities, funds  
and accumulations aforesaid, I do hereby request and direct  
the said William Forke, Martin Parkes, Francis Gregg, and  
George Clarke, and the Survivors and Survivor of them, his ex  
utors or administrators to advertise six times in every year for  
during the said term of seven years in as many public News  
papers as they shall think proper for my paternal and Maternal  
relations aforesaid in order that they may be ascertained  
I give to the said William Forke, Martin Parkes, Francis Gregg, and  
George Clarke, their Executors and administrators, the sum of Ten thousand pounds  
three per cent consolidated Bank annuities, or the like sum in the three  
per cent reduced annuities, as may best answer the purpose, to be  
immediately expressed upon Trust, by and out of the dividends, interest and  
annual proceeds therefrom arising, to maintain and support six poor  
men, and six poor Women, and to maintain, educate, clothe, and provide  
apprentice six poor Boys in Queen Elizabeth's College or Hospital in  
the said City of London, and six poor girls forever, the said poor Boys to be main  
tained, as aforesaid, until they respectively shall be put out to service  
such poor men, Women, Boys, and Girls, being born in the City of London  
aforesaid, and not receiving alms from any of the parishes within  
they or any of them shall have gained Settlements or from any other  
Public Charity) and upon further Trust to pay thereout yearly  
and every year on Saint Thomas' Day the sum of Five pounds  
to such poor men and women; and upon further Trust



275 to pay thereon the said Boys and upon the  
trust in case there shall be any overplus of and in the in-  
terest and dividends to arise and be produced from the  
said sum of ten thousand pounds, three percent consolida-  
ted Bank annuities after such application as aforesaid  
to apply the same overplus and every or any part thereof  
for and towards the maintenance, education, clothing  
and putting apprentice in Queen Elizabeth's Hospital in  
Bristol, so many poor Boys from time to time in the same  
manner the Boys of that Hospital are at present maintained,  
educated, clothed and put apprentice so far as such surplus  
shall extend; and I do declare direct and desire that the  
provision and appointment of the aforesaid six poor  
Men, Women, Boys and Girls, are and shall be vested in  
the Corporation of the City of Bristol forever, and I do hereby di-  
rect my Executors hereinafter named to transfer to the said Mary  
Pearkes, and the said William Howke and Elizabeth Howke his  
wife (being the trustees named in a certain indenture bear-  
ing date the thirteenth day of March, one thousand seven  
hundred and ninety seven and enrolled in the high court of  
Chancery and made or expressed to be made between me  
of the one part and the said Mary Pearkes, by her then name  
of Mary Anderson) William Howke and Elizabeth his wife of the  
other part) the sum of one thousand pounds, three percent con-  
solidated Bank annuities upon trust that they the said Mary  
Pearkes, William Howke and Elizabeth his wife and the  
Survivors and Survivor of them, and the Executors admin-  
istrators and assigns of such Survivor, do and shall by and  
out of the dividends thereof, in the first place repair my house  
at Warrington in which Joseph Wheeler now resides, and con-  
vert the same into a school and subject thereto pay, or cause  
to be paid an annual sum of twenty pounds to the school  
master of Warrington in the County of Gloucester for the time  
being, in pursuance of the power and direction given in the  
same deed, and to apply the residue and remainder  
of the said sum of one thousand pounds three percent con-  
solidated Bank annuities, in the purchase of pens, blot-  
ting paper, ink and other necessaries for the use of said school  
and in the necessary repairs thereof, and in case at any  
time, there shall be any surplus, then to apply the same for  
and towards the clothing of the poorest of the children there  
educated, as the trustees for the time being shall think fit.  
I give to the Treasurer for the time being of the Bristol Infirmary  
the sum of one hundred pounds; I give to the Treasurer  
for the time being of Christ's Hospital London the sum of one  
hundred pounds, to be applied towards carrying on the  
Charitable designs of the said Hospital; I give to the Treas-  
urer for the time being of the London Hospital the sum of  
one hundred pounds to be applied towards carrying on the  
Charitable designs of that institution; I give to the Treasurer  
for the time being of the City of London Lying in Hospital



towards the Charitable purposes of the Watch Charity in the purchase of  
Trustees for the time being of the Watch Charity in the purchase of  
the sum of One hundred pounds, to be laid out in the purchase of  
three per cent Bonds, and applied together with the dividends  
thereof, to the charitable designs of that institution; I give to the  
Treasurer for the time being of the Hospital for the Reception of  
the Blind, the sum of One hundred pounds, to be applied towards  
the charitable designs of that Hospital; I give to the Treasurer  
for the time being of the Vaccine Institution the sum of One  
hundred pounds, to be applied towards the charitable designs  
of that institution; I give to the Governors and Guardians of the  
Hospital for the Maintenance and education of supposed and  
deserted young Children the sum of One hundred pounds for  
benefit of the said Charity; And I do hereby declare that my in-  
tention is, that none of the Legacies or bequests, sum of money or  
donations given, by this my will, to or for the benefit of, or  
hereby directed to be paid, to or applied for the benefit of any Char-  
ity or for any Charitable purpose therein mentioned shall be, or be  
considered in any respect or degree to be a charge upon any  
of my Freehold or Leasehold Estates, or be paid either wholly  
or in part thereout, or out of any money secured by mortgage  
or out of the produce thereof respectively, any thing herein contained  
to the contrary in any wise notwithstanding, and as to all my heredi-  
taments and real Estate whatsoever and wheresoever situate, in  
any part of the United Kingdom of Great Britain and Ireland  
of what nature or tenure, whether the same or any part thereof may  
be dead, also as to all my Leasehold Estates; I give and devise the  
same unto and to the use of the said William Howse, Martin  
Parkes, Francis Lugg and George Clarke, their heirs, Executors,  
Administrators and assigns according to the nature and quality  
thereof upon the trusts following (that is to say) On trust to preserve  
the contingent remainders or limitations hereinafter mentioned  
from being defeated or destroyed; and in trusts out of the rents,  
issues and profits and proceeds thereof to lay out and expend the  
sum of Fifty pounds yearly and every year for the space of five  
years next after my decease if necessary for planting trees  
for timber upon the premises or some parts thereof and Duty  
thereto; On trust for my said Cousin James Gist for and dur-  
ing the term of his natural life, without impeachment of  
waste, and from and after the decease of the said James Gist  
or if he shall be already dead, or die in my life time, then in  
for the first, second, third, fourth and all and every other Son  
and Sons of the body of the said James Gist, lawfully begotten,  
born or to be born of an European Roman Catholic  
cessively, and if a remainder one after another, as they are  
every of them shall be in Seniority of age and priority of birth  
and the heirs male of the body and bodies of all such Sons and  
Sons lawfully issuing, the elder of such Sons and the  
male of his body, always to be preferred, and to take before  
younger of such Sons and the heirs male of his and their  
and bodies, and for default of such issue, then in Trust  
to my second Cousin Mosiah Sollick of the City of Bristol Regent  
of his natural life, without impeachment of waste.



die in my life time, then in trust for my Mother and  
 and every other Son and Sons of the body of the said Mother and  
 -sick, lawfully begotten, Severally, Successively and in remainder  
 one after another as they and every of them shall be in seniority  
 of age and priority of birth, and the heirs male of the body, and  
 bodies of such Son and Sons lawfully issuing; the elder of such  
 Son and Sons, and the heirs male of his and their body and bod-  
 ies always to take and be preferred before the younger of such  
 Sons, and the heirs male of his and their body and bodies, and  
 in default of such issue, then in trust for my Mother eldest  
 Brother, and the heirs male of his body lawfully issuing if he  
 shall be living at the time of my decease, and in case of his  
 death in my life time, then in trust for the first second, third  
 fourth, and all and every other the Son and Sons of his body law-  
 fully begotten, Severally, Successively and in remainder one after  
 another as they and every one of them shall be in seniority of  
 age and priority of birth, and the heirs male of their bodies  
 lawfully issuing; the elder of such Sons and the heirs male of  
 his body always to take and be preferred before the younger  
 of such Sons, and the heirs male of his and their body and bod-  
 ies; and in default of such issue then in trust for the  
 first, and in default of such issue then in trust for the  
 the Brother and Brothers of my said Mother, that shall be  
 living at the time of my decease, Severally, Successively and  
 in remainder, one after another as they and every of them  
 shall be in seniority of age and priority of birth, and the  
 heirs male of his and their body and bodies, lawfully begotten  
 the elder of such of my Mother's Brothers, and the heirs male  
 of his body lawfully issuing always to take and be pre-  
 -ferred before the younger of such brothers, and the heirs male  
 of his and their body and bodies, provided that if any  
 one or more of my Mother's Brothers shall die during my life time  
 leaving issue male living at the time of my death, that such  
 issue male shall have and take such estate and estates  
 in the premises as the Father and Fathers of such issue -  
 respectively would have taken if living and in the same  
 course and order, but if such issue male of any one of my  
 Mother's Brothers shall consist of more than one individual  
 then such individuals shall take estates in the premises to  
 them and the heirs male of their respective bodies severally,  
 Successively and in remainder one after another as they  
 and every of them shall be in seniority of age and priority of  
 birth; and according to the seniority of the Father and Fathers  
 of such issue; and in case there shall not be any brother of my  
 said Mother living at the time of my decease, nor any issue male  
 then living, of any such brother, then in trust for my Mother's  
 eldest Sister if she shall be living at the time of my decease  
 and the heirs male of her body lawfully issuing, and in case  
 of her death in my life time, then in trust for the first  
 second, third, fourth, and all and every other the Son and  
 Sons of her body lawfully issuing, Severally, Successively  
 one after another as they and every of them



That I be and bodies of such son and sons lawfully  
 male of the body and bodies of such son and sons lawfully  
 -sueing the elder of such sons and the heirs male of his body  
 to be always preferred and to take before the younger of such  
 sons and the heirs male of his and their body and bodies and  
 in default of such issue, then in trust for the second, third  
 fourth, fifth, sixth and all and every other sister and sister  
 of my said Mother that shall be living at the time of my  
 decease, severally, successively and in remainder one after  
 another as they and every of them shall be in priority of birth  
 and seniority of age and the heirs male of their bodies law-  
 fully issueing, the elder of such sisters and the heirs male of  
 their body lawfully issueing always to take and be preferred  
 before the younger of such sisters and the heirs male of her  
 and their body and bodies, provided that if all or any one  
 or more of my Mothers sisters shall die during my life time  
 leaving issue male living at the time of my decease, that  
 such issue male shall have and take such estate and  
 estates in the premises as the Mother and Mothers of such  
 issue respectively would have taken if living and in the  
 same course and order, but if such issue male or any one  
 of my Mothers sisters shall consist of more than one individ-  
 -ual then such individuals shall take estates in the premises  
 to them and the heirs male of their respective bodies sev-  
 -ally, successively and in remainder one after another as  
 they and every of them shall be in seniority of age and  
 priority of birth and according to the seniority of the Mother  
 and Mothers of such issue, and in case there should not be  
 any sister of my said Mother living at the time of my decease  
 nor any issue male then living of any such sister, then in trust  
 for my own eight heirs for ever, provided always, and I  
 do hereby declare that it shall and may be lawful to  
 and for said James Gist from time to time during his life  
 and also for the said Josiah Sollick, in case he shall become  
 entitled to an estate for his life in equity in my said lands  
 -amonts and estates in Great Britain so devised, in trust as  
 aforesaid from time to time during his life to demise or lease  
 the said estates or any part or parts thereof by Indenture to any  
 person or persons for any term of years not exceeding twenty  
 years, to take effect in possession immediately or within six  
 months after the making thereof and so as in every such lease  
 and lease thereby reserved and made payable during the con-  
 -tinuance thereof to be incident to the reversion expectant  
 thereon, the best and most improved yearly rent and rent  
 that can or may be reasonably had or gotten for the heredita-  
 -ments that shall be therein comprised and to be payable half-  
 yearly at least by equal portions withitout taking any  
 -a premium for in respect of the making such lease or lease  
 and so as in all and every lease and leases so to be made  
 there be contained a condition or clause of reentry in case  
 the rent and rents to be thereupon reserved be unpaid by the  
 space of twentyone days, so as none of the respective lessors



made as aforesaid do seal and deliver a counterpart in counterparts of such lease and leases respectively any thing herein contained to the contrary in any wise notwithstanding provided always; and I do hereby declare and direct that the aforesaid James Gist and all and every his son and sons begotten as aforesaid and the said Josiah Sallick and all and every the son and sons of his body lawfully begotten as aforesaid as and when they shall become entitled in possession of, or be entitled to the rents and profits of my said estates so devised; in trust as aforesaid on any part thereof under or by virtue of the trusts or limitations aforesaid and also all and every other person and persons who for the time being shall be or become entitled in possession to my said estates hereby devised or to the rents and profits thereof or of any part thereof, do and shall, as and when they shall severally and respectively, by virtue of the limitations and trusts hereinbefore contained be or become entitled in possession to the same estates or any part thereof or to the rents and profits of the same premises or of any part thereof, assume and take upon himself and themselves respectively the surname of "Gist" and in and by the said surname of Gist only and no other thereof for ever continue style and write himself and themselves respectively in all letters, deeds instruments and writings and upon all occasions whatsoever; but if any of them shall refuse or neglect so to do, then my will is and I hereby declare and direct, that the person or persons so refusing or neglecting shall thereupon be considered as dead, and my Trustees or trustee of the said estates for the time being shall stand and be seized and possessed thereof respectively, in trust for the person or persons who for the time being shall have been entitled thereto in case such person or persons so refusing or neglecting were actually dead, provided always and I do hereby declare my will to be, that in case neither said James Gist nor any issue male of his body shall be found or heard of within the space of seven years next after my decease, that then and in such case the said James Gist shall be considered as being dead without issue male, at the time of my decease, provided also, and I do hereby declare and direct and make it a condition that in case the said Josiah Sallick shall become entitled in possession to my said estates hereby devised, or to the rents and profits thereof under or by virtue of this my will then that he the said Josiah Sallick, his heirs or assigns do and shall pay thereout an annuity or yearly sum of one hundred pounds to his Brother John Sallick for his life the further annuity, or yearly sum of fifty pounds to his sister Maria for her life, the further annuity of fifty pounds to Samuel Rogers (son of the said Henry Rogers deceased) for the life of him the said Samuel Rogers, the further annuity or yearly sum of fifty pounds to Rogers (sister of the said Samuel Rogers) for her life, the further annuity or yearly sum of



deceased during his life, and I do hereby bequeath the said sum of fifty pounds to my cousin the said John Williams during his life, the said several annuities to be paid quarterly by equal quarterly payments and portions without any deduction or abatement whatsoever, and that the said John Sallick shall immediately thereupon at the request of my Trustees or Trustee for the time being, but at his own expense, give good security for the payment of such annuities accordingly; and whereas by the Laws of Virginia persons possessed of Lands and tenements and having Slaves thereon, within that State are authorized and empowered by their last will and testament or otherwise to emancipate such Slaves as shall belong to them, now in pursuance of such power and authority, I do hereby by this my will declare and direct that all and every my Slaves with their issue and offspring, shall within one year from and after my decease be emancipated and made free, and in order to make a provision for my said Slaves and their issue, I do hereby give, devise, and bequeath unto John Wickham of Richmond in the United States of North America Esquire and Matthew Toler of Virginia aforesaid Gentlemen their heirs, Executors and administrators according to the nature and quality thereof, all and singular my lands, tenements and hereditaments whatsoever and wheresoever situate in any parts of the United States of North America, together with all the Stocks of Horses, Cattle, Sheep, Hogs, and every other thing relating to the same estates, and also all the plantation tools, and other utensils thereunto respectively belonging or therewith used, upon the several trusts laid to and for the several ends, intents and purposes hereinafter expressed or declared of and concerning the same (that is to say) upon Trust to take upon themselves the management and cultivation of my said estates and yearly and every year (after deducting all necessary or proper expenses incurred, and also a reasonable annual allowance for their trouble in managing and cultivating the same) to divide the Surplus rents and profits thereof to and amongst all and every my said Slaves who shall reside, and continue to be resident on any of my plantations and lands in America, including my proportion of the Great Dismal Swamp, when the same shall be divided, and the lands bought by Mr. Toler in the name of Mrs. Pearkes but paid for by me, Equal Shares and Proportions and their respective issue forever, to, and for their own use and benefit, first allowing such annual sum and sums out of the whole of the rents and profits of my said estates for the maintenance of the children and widows of such of my Slaves as shall be born at the time of my decease, and of those my said Slaves, who shall from age, infirmity, or any other cause be incapable of supporting themselves, as they may think proper, and I do declare and direct that in case any of my said Slaves shall happen to die without leaving any issue



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Then subject as aforesaid. The Share or Shares  
shall be equally divided amongst the remaining Slaves  
and their issue such issue to take per Stirpes, and I do hereby  
enjoin and direct my last mentioned Trustees for the time  
being or any of them, to sell and dispose of the produce of  
my said last mentioned estates which shall be made  
and arise therefrom in the year in which I shall die - and  
apply the money arising from the sale thereof in building  
suitable houses for my said resident Slaves and their respective  
families, provided always, and I do hereby declare my will and  
mind to be, that in case the devise hereinbefore made to the  
said John Wickham and Matthew Toler their heirs, executors and  
administrators, shall by any means whatsoever be rendered void  
or incapable of being carried into execution, then I give and  
devise the same Lands, tenements and hereditaments unto the  
said William Twitche, Martin Pearce, Francis Buggs and George  
Clarke, their heirs, executors and administrators upon and for  
the same uses trusts and purposes, and under and subject  
to the same powers, provisions, declarations and agreements  
as are hereinbefore expressed or declared of and concerning  
my estates in Great Britain; And I give and bequeath unto  
the said John Wickham and Matthew Toler, their executors and  
administrators, all such Sum and Sums of Money, as shall  
at the time of my decease be due and owing to me from  
any person or persons whatsoever residing in any part of the  
United States of North America, upon trust to collect in and  
receive the same several Sums and lay out and invest  
the same (or so much thereof as can be collected or gotten in) in  
the purchase of American Stocks or Funds, with power to  
alter and transpose the same at discretion. And I do hereby  
declare and direct, that the said John Wickham, and Matthew  
Toler, their executors and administrators shall stand and be pos-  
sessed of and interested in the dividends, interest, and annual  
proceeds to arise and be produced from such Stocks and Funds  
upon trust thereout to pay an yearly Sum, not exceeding Fifty  
Pounds Virginia Currency, as and for the Salary or Stipend of  
each of such four persons as they from time to time shall think  
proper to employ and nominate for the purpose of instructing  
the whole of my several Slaves and their issue in the Christian  
Religion, according to the Protestant doctrine as taught in England  
and upon trust to apply the residue thereof in establishing  
schools for the education of the Children and issue of the said  
Slaves, and I do hereby declare and direct that the said John  
Wickham and Matthew Toler, their executors and administra-  
tors shall and may, by and out of said trust estate and  
premises, retain, and reimburse themselves all such Charges  
costs and expenses as they or any of them shall be put unto in  
the execution of the trusts hereby in them reposed, and also  
all reasonable allowances for their trouble, and that neither  
any of them respectively, shall not be charged or chargeable  
with, or answerable for the acts, receipts, neglects or defaults  
of them or of them for his own



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...come by virtue of this my will, nor for any  
...may happen by any act or failure of any Howard, Banker  
...Receiver, or of any other person or persons whomsoever employ  
...acting under them or any of them, nor for involuntary loss  
...whatsoever; and I do request as a particular favor of my friends  
and Matthew Tobler, and of all his children after his decease  
and of the several Brothers and Sisters of the said Matthew  
Tobler and their respective children, that he and they respect  
fully will use his and their utmost endeavors as long as they  
shall respectively live to attend to their comfort and happi-  
ness of my Slaves and their issue, provided always, and I do hereby declare  
my will to be and direct that if the General Assembly will be pleased to  
adopt any other plan more beneficial to my Slaves and their  
families and issue as well as to the State, that the Trustees of  
my American property shall conform thereto in the disposition  
of that property, any thing before contained to the contrary  
notwithstanding, and as to all the rest and residue of my  
personal estate and effects whatsoever and wheresoever and wher-  
soever not hereinbefore specifically disposed of, I give and  
bequeath the same unto the said William Howke, Martin Parker,  
Francis Gregg and George Clarke, their Executors, administrators and  
assigns upon the Trust following (that is to say) the Trust to get  
in and convert the same into money and thereout to pay the ex-  
penses of my funeral and all the debts which I shall owe at  
the time of my decease, and the several legacies hereinbefore  
given and bequeathed, and as to the ultimate surplus of the  
said residue of my personal estate hereinbefore given to the  
said William Howke, Martin Parker, Francis Gregg and George  
Clarke, and the money to arise and be produced from the same  
and which shall remain after and shall not be issued and  
applied in payment of my funeral expenses and the several  
debts and legacies and sums of money hereinbefore  
directed to be paid, the same surplus shall be in trust for  
the person or persons who shall be first entitled in equity to the  
freeholds, and inheritance, or the immediate beneficial posses-  
sion of the said several hereditaments and premises in the  
United Kingdom of Great Britain and Ireland and Monmouth  
and appoint the said William Howke, Martin Parker, Francis  
Gregg and George Clarke, Executors of this my will, provided  
always and I do hereby declare my will to be that it shall  
and may be lawful to and for my said Trustees and Executors  
and the Survivors and Survivor of them, and the Executors and  
administrators of such Survivor from time to time to make  
Sale and dispose of all or any of the Securities or funds  
which may be vested in them, under or by virtue of this my  
will, and to lay out and invest the money arising thereby  
in any other of the funds or public Securities, and from time to  
time to alter and transmute such Securities or funds as they shall  
see occasion or think expedient for the benefit of the respective  
cestui que trusts thereof, provided always and I do hereby de-  
clare and direct that if any of them the said William  
Howke, Clarke, shall



Such of the trusts hereby in them respectively created as of and from any of the same trusts at any time or times before the same trusts shall be fully executed and performed as the same shall happen, it shall and may be lawful to and for the continuing or surviving trustees or trustee by any writing or writings under his or their hand and seal, or hands and seal respectively to appoint any other person or persons to be a trustee or trustees for the purposes aforesaid, in the place of such of them the said William Fowler, Martin Parker, Francis Clegg and George Clarke, as shall die or be desirous to be discharged of and from the same trusts or any of them, and so from time to time to appoint as often as there shall be occasion, any other person or persons to be a trustee or trustees in the manner and for the purposes hereinbefore mentioned in the place of the present or any succeeding or future trustees or trustee who shall die or be desirous to decline and be discharged of and from the same trusts, and that when and so often as any new trustee or trustees shall be so appointed, the trust, estates, monies and premises which shall be then vested in the surviving trustees or from the trust whereof any of the trustees then in being shall desire to be discharged as before mentioned shall respectively with all convenient speed be conveyed and transferred so and in such manner as that the same shall be effectually vested in the surviving or continuing trustees or trustee, and such new trustees or trustee, or in such new trustees wholly as the case may require upon the same trusts, and to and for the same intents and purposes hereinbefore declared of or concerning the same trust, estates and premises respectively, or upon such of the same trusts as for the time being shall be existing or capable of taking effect, provided also and I do hereby further declare, and direct that if either of them, the said John Wicheham and Matthew Veler shall die or be desirous to decline and be discharged of and from such of the trusts hereby in them respectively vested or reposed, or of and from any of the same trusts, at any time or times before the same trusts shall be fully executed and performed as the same shall happen, it shall and may be lawful to and for the continuing or surviving trustees or trustee, by any writing or writings under his or their hands and seals or hand and seal respectively to appoint any other person or persons to be a trustee or trustee for the purposes aforesaid in the place of such of them the said John Wicheham and Matthew Veler as shall die or be desirous to be discharged of and from the same trusts or any of them and so from time to time to appoint as often as there shall be occasion, any other person or persons to be a trustee or trustees in the manner and for the purposes hereinbefore mentioned in the place of the present or any succeeding or future trustee or trustee who shall die, or be desirous to decline and be discharged of and from the same trusts, and that when and as often as new trustees or trustee shall be so appointed and premises which shall be



any of the Trustees then in being shall desire to be  
 before mentioned, shall respectively with all convenient speed  
 be conveyed and transferred to and in such manner as the  
 the same shall be effectually vested in the surviving or  
 surviving Trustee or Trustees, and such new Trustees or Trustee, as in  
 such new Trusteeship as the case may require, upon the said  
 trusts and to and for the same intents and purposes here  
 inbefore declared of and concerning the same trust, estate  
 and premises respectively or upon each of the same Trust  
 as for the time being shall be existing or capable of taking ef  
 fect. And I hereby expressly declare and direct that the Trust  
 hereby appointed and the several Trustees to be nominated and  
 appointed as hereinbefore mentioned respectively, their respective  
 heirs, executors, administrators or assigns shall not be account  
 or answerable the one for the others, or other of them, but each of them  
 for his own acts only, and that they respectively or any of them  
 not be charged or chargeable with or answerable for the acts  
 receipts, neglects, or defaults of the others or other of them,  
 each of them for his and her own acts receipts, neglects or  
 defaults only, nor for any money lent but only as the  
 respectively shall actually receive by virtue of this will  
 will, nor for any loss which shall or may happen  
 or through, or in consequence of the act or failure of any  
 steward, Banker or receiver, or of any other person or persons  
 whomsoever, employed or acting in the trusts aforesaid in  
 the Trusts for the time being with respect to the said  
 estates, monies and premises respectively or of any of the  
 nor for any involuntary loss of any nature or kind what  
 ever; And also that the said Trustees hereby appointed, as in  
 the several Trustees to be nominated and appointed as in  
 before mentioned respectively, their respective heirs, executors,  
 administrators and assigns, shall and may retain or  
 deduct and be allowed out of the said Trust estate  
 and premises respectively, all such costs, charges, taxes,  
 fees, and expences as they respectively shall or may  
 pay, sustain, expend or be put unto or which shall or may  
 be occasioned in or by the execution of the Trusts or part  
 in them or to them respectively reposed or given, or to be reposed  
 or given under or by virtue or in pursuance of this will,  
 and I hereby revoke all my former wills; In witness  
 whereof I the said Samuel List, have to this my last  
 and testament, and to a duplicate hereof of the same  
 and tenor, each duplicate contained in twenty five sheets  
 of paper, set my hand to each of the twenty four, pieces  
 sheets of each duplicate, and to this twenty fifth and  
 sheet of each duplicate, my hand and seal the day  
 year first above written. Samuel List P. S. H. - 1811  
 sealed, published and declared, by the said testator Samuel  
 List as and for his last will and testament in the pres  
 ence, who in his presence and at his request, and in the  
 other, have hereto subscribed our names.



left with Francis Gregg Esq. of Skinner's Hall, E. of  
Maria list Boddis fifty pounds per annum (for her own  
particular use) during her natural life. Whereas I have  
purchased a farm in the County of Northampton since  
making my will, now I hereby give and devise the  
same to the Trustees of my will, upon the same trust and  
uses in every respect as are contained in my will, res-  
pecting my other estates therein mentioned. I have also  
purchased since the above mentioned making my  
will 35 A. 1 B. 15 P. of Land adjoining my estates near Ban-  
bury, which I give upon the same terms and conditions  
as the purchase I have made in Northamptonshire, the same  
by 4 acres I have purchased near Dr. of Mr. Wickham, the same  
by an Orchard Farm, House, Barn &c. I have purchased of  
Joseph Crump, adjoining my estate at Bangrove in Gloucestershire. In Lieu of £2000 in Money given to each of my  
Daughters Mary Parkes and Elizabeth Fowke, I give to  
each of them £1000 Bank Stock - recommending it to them  
to be the last stock they part with, believing it to be the best  
I give to each of them £1000 India Stock for their own  
use, and considering that it may be impolitic and per-  
haps improper in the Legislature of Virginia to liberate  
so many as 274 Slaves, which by my last return was the  
number I possessed, in that case, I desire they may be  
Kept together for the joint benefit of my two daugh-  
ters, who are natives of that State during their lives  
and the whole to the Survivor, it being my intention to  
make them as nearly equal as I can in all things  
and after their decease, to my Cousin Josiah Sollick and  
his heirs forever. The Legacy I have given to John Sollick of  
£100 per annum during his natural life I desire may  
be reduced to £50 per annum unless he abandons the  
idle life he leads at present, and follows some respecta-  
ble calling to get an honest livelihood by hereafter, and  
that of Josiah Sollick to whom I have given £500 per an-  
num, may be reduced to Three hundred pounds per an-  
num. I give to Mary Elizabeth Boddis (now an infant) the  
daughter of Mary list Boddis, when she arrives at age or  
is married, which ever first happens, for her own use only  
one hundred pounds. I desire my Stocks of Cattle, Horses, Sheep and  
Hogs as well as all the Land I possess in Virginia, do go to my  
Daughters, and that every thing not particularly mentioned  
by my will, relates to my Furniture only be sold for the bene-  
fit of my relations by my Father and Mother's side, share and share  
alike. If any alteration takes place in the Stock I hold at pres-  
ent, I desire six thousand 5 per cents may be considered as equal  
to ten thousand 3 per cents, and £7500-4 p. cents as equal to 10,000  
3 p. cents to make good my Legacies principally to the poor of Vir-  
tol. Whereas John Wickerson of Stockton in the County of Durham  
was formerly connected with me in a parcel of indentured Ser-  
vants in Virginia for sale, the



The money then received was accounted for to me. The best of my recollection was not paid to the said John McKersin. I give unto the children of the said John McKersin, one hundred pounds to be divided among them in such proportions, as he divided his fortune among them, believing it to be more than his proportion of the money so accounted for but not paid to the said John McKersin, desiring that if the account should ever be found and that sum is not sufficient for the purpose to make good the difference to them if the American Congress (of which I have my hopes) do not pay their proportion of the outstanding debts due to that concern, with the interest thereon till paid if the same ever comes to my hands. London 16<sup>th</sup> Decem. 1809. If contrary to my present expectations, the Legislature or assembly of Virginia shall liberate my Slaves in that case I give each of my daughters one hundred pounds per annum out of my estates & grounds here during their lives, and one thousand pounds per annum to the survivor for their particular uses. Samuel Gist (D) Witnesses L. Wood. Clerk to S. Gist. George Rouse Clerk to S. Gist. Thomas Gibbons Accountant. S. G. Let my Furniture be sold and the money be equally divided between my daughters into of my relations by my Father and Mother's side, only the Bed and Furniture only excepted in my Large Bed room, which I give my Daughter Mrs. Gorton, as she had taken a fancy to. Samuel Gist not particularly mentioned, relates to my furniture only. S. G. March 11<sup>th</sup> 1811 - I give to each of my servants £10. & £20 to those who have lived 8 years and upwards for Meritings, with the same to Mr. Leighton Wood and Mr. G. Rouse. Samuel Gist. Considering the great increase of my negroes there being upwards of 100 under 10 years of age, and as they grow up, the land I at present possess in Virginia may not be sufficient to employ them to advantage. I direct that my executors, may be enabled to sell three thousand pounds of the 5 per Cent of the Stock I hold at present in that fund, to enable Matthew Toler my present Steward, or whoever may act for me in that capacity, at the time to be laid out in addition to the Land I at present hold, in the most convenient lands adjoining my other lands, as can be bought, subject to the approbation of Mr. William D. where the negroes so growing up may be rooted for the benefit of my daughters jointly during their natural lives, and to the survivor during her life and at both their deaths to Josiah Sollicite my Cousin and at his death to his family in such a manner as he directs doing justice, as nearly as possible to each of them. Let the three thousand pounds above mentioned be increased to five thousand pounds, provided it can be laid out with safety. Samuel Gist (D) - 11<sup>th</sup> Feb. appeared personally, John Corfield of Miners Hall and Esquire, and Henry Hewitt of Bedford, now in the County of Middlesex, Gentlemen, and made oath that they knew, were well acquainted with Samuel Gist, late of Gower Street, parish of Saint Giles in the field in the County of Middlesex,



of hand writing, and showing now care-  
fully viewed and inspected the paper writings, hereto-  
annexed purporting to be and contain four codicils to the  
last will and testament of the said deceased the second  
of the said codicils beginning thus "Let my Furniture  
be sold" ending thus "as she has taking a ~~little~~ fancy to it"  
and thus subscribed "Sam<sup>l</sup> List," the third of the codicils being  
of the tenor following "March 4<sup>th</sup> 1811- I give to each of my Servants  
£10- 20 £ to those who have lived 3 years and upwards before  
dying with the same to Mr Leighton Wood and Mr G. Paves" and thus  
subscribed "Sam<sup>l</sup> List" and the fourth and last of the said  
codicils beginning thus, "considering the great increase of my  
negroes" ending thus "Let the three thousand pounds above  
mentioned be increased to five thousand pounds, provided it  
can be laid out with safety" and thus subscribed "Sam<sup>l</sup>  
List" - They these deponents do say that they verily and in their  
consciences believe the whole body series and contents of  
the said recited codicil beginning, ending, and subscri-  
bed as aforesaid and also the interlineation of the words -  
"relates to my furniture only" between the eighteenth and nine-  
teenth lines of the second side of the first codicil, to be all  
of the proper handwriting and subscription of him the said  
Samuel List Esquire, deceased, John Corfield & Henry Knist  
same day the said John Corfield, and Henry Knist  
were duly sworn to the truth of this affidavit before me  
Sam<sup>l</sup> R. Meywick. Sur<sup>or</sup> pt. John Curtis Not. pub. //  
3<sup>rd</sup> March 1815 - on which day appeared personally John  
Wood Berridge of Hatten Garden in the County of Middlesex  
Solicitor and George Paves of No. 37 Gower Street in the  
same County, Gentleman, and jointly and severally made  
oath as follows, and first the said John Wood Berridge for  
himself made oath, that he is one of the subscribing wit-  
nesses to the last will and testament of Samuel List, late  
of Gower Street in the parish of Saint Giles in the field, in  
the County of Middlesex Esquire, deceased, now remaining  
in the registry of the prerogative court of Canterbury, contain-  
ed in twentyfive sheets of paper and bearing date the twenty  
second day of June One thousand Eight hundred and Eight.  
And he further made oath that the name and subscription  
"Sam<sup>l</sup> List" set and subscribed at the foot of each of the twenty  
four first sheets of the said will and also on the twenty  
fifth sheet at the conclusion thereof, were and are of the  
proper hand writing and subscription of him the said Sam-  
uel List deceased, and were so severally set and subscribed  
thereto, by him the said deceased on the day of the said will  
bears date as aforesaid, in the presence of this deponent - and  
also in the presence of Francis Newburn, and Rowland  
Davis, the other subscribing witnesses thereto, and that he  
the said Samuel List deceased did take a Seal from off  
the wax impression on the said twentyfifth and last  
and declare the



testament in the presence of this deponent, and Francis Merburn and Rowland Davis, who at the request of the said deceased in his presence, and in the presence of each other, did respectively set and subscribe their names as witnesses to the due execution thereof, in manner and form as thereon now appears, and this deponent having now carefully viewed and inspected the said will, the same beginning thus "This is the last will and testament of me Samuel Gist, of Lower Street in the parish of Saint Giles in the fields in the County of Middlesex, Esquire, made the twenty second day of June in the year of our Lord one thousand Eight hundred and Eight" ending thus "In witness whereof I the said Samuel Gist, have to this my last will and testament, and to a duplicate hereof of the same date and tenor such duplicate contained in twenty five sheets of paper, set my hand to each of the twenty four preceding sheets of each duplicate and to this twenty fifth and last sheet of each duplicate, my hand and seal the day and year first above written" and thus subscribed - "Samuel Gist", he this deponent doth say he is certain it is the very will he so saw executed by the said deceased, by reason that the names "Fra. Merburn, Grafton Berridge" and "Rowland Davis" appearing set and subscribed thereto as attesting the execution thereof were and are the several subscriptions of him the said Francis Merburn, him the deponent, and the said Rowland Davis, and he further made oath that he the said testator was at the time of the execution of his said will of perfect sound and disposing mind memory and understanding and was very capable of making and executing his will or of doing any other serious or rational act of that or the like nature, and the deponent being sworn for himself made oath that he knew and was well acquainted with the said deceased and is one of the subscribing witnesses to the first codicil contained in three sides of a sheet of paper annexed to the said will of the said deceased and now also remaining in the Registry of the said Court and this deponent saith that the name and subscription "Sam. Gist" set and subscribed at the conclusion of the said codicil is the proper hand writing and subscription of him the said Sam. Gist deceased, and was so set and subscribed thereto by him on the day of the execution of the said codicil in the presence of this deponent, and also in the presence of Leighton Wood, and Thomas Gibbons, the other subscribing witnesses thereto, and that the said Samuel Gist deceased, did make a seal from off the wax impression on the third and last side of the said codicil, and did publish and declare the said paper writing to be and contain a codicil to his last will and testament in the presence of this deponent and of the said Leighton Wood and Thomas Gibbons, who at the request



born as thereon now appears. The said first Codicil  
now carefully viewed and inspected the said first Codicil  
beginning thus "Codicil to my will dated 22<sup>nd</sup> June 1808 a  
copy of which is left with Francis Ingg, Esquire of Minners  
Hall, ending thus "If contrary to my present expectation, the  
Legislature or assembly of Virginia should liberate my  
Slaves in that case I give each of my daughters Five  
hundred pounds per annum out of my estates or funds  
here, during their lives and one thousand pounds per an-  
num to the survivor for their particular uses and thus  
subscribed "Sam<sup>l</sup> hist" the this deponent doth say that he  
is certain it is the very Codicil he so saw executed  
by the said deceased by reason that the names L. Wood  
Geo. Paves and Tho<sup>s</sup> Libbrow appearing set and subscribed  
thereto as attesting the execution thereof, were and are the  
several subscriptions of him the said Lighton Wood, him the  
deponent and the said Thomas Libbrow, and he further  
made oath that he the said testator at the time of such  
the execution of his said Codicil was of perfect sound  
and disposing mind memory and understanding and  
was very capable of making and executing the same  
or of doing any other serious or rational act of that or  
the like nature - John Wood Berridge H. Geo. Paves & Sam<sup>l</sup>  
doth sworn to the truth of this affidavit before me I  
Parson Burr: present. - Edward Toller Notary Public &c.  
extracted by Edw<sup>d</sup> Toller, Proctor Doctor Commons &c. In faith and  
testimony of all and singular which premises we have  
caused these our present letters testimonial to issue forth  
and to be corroborated and confirmed by affixing there  
to the Seal of our prerogative Court of Canterbury afore  
said, which we are in this behalf. Given at London as to the  
time of the aforesaid search and sealing these presents  
the sixth day of March, in the year of our Lord, one  
thousand eight hundred and fifteen, and in the  
eleventh year of our translation of George Gastling, Nathl  
Creston, R. C. Crewell - Deputy Registers. Appeared personally  
Edward Toller the younger of Doctor Commons, London Proctor  
and Notary Public, and made oath that he on the 6<sup>th</sup>  
instant, carefully collected the annexed exemplification  
of the probate of the last will and testament with four  
Codicils of Samuel hist late of Dover Street in the parish  
of Saint Giles in the fields in the County of Middlesex Esquire  
deceased and the affidavit of John Corfield Esquire and  
Henry Rosset as to the second, third and fourth Codicils  
being of the deceased hand writing, and also the affidavit  
of John Wood Berridge one of the subscribing witnesses  
to the said will and of George Paves one of the subscri-  
bing witnesses to the first Codicil with the said original  
will and four Codicils and affidavits now remaining  
in the Registry of the prerogative Court of Canterbury, and



that he also on the day aforesaid  
of the deputy registers of the said Prerogative Court of Canterbury  
set and subscribed the names of himself and of George Gostling  
and Richard Cheslyn Creswell, the other Deputy Registers of the said  
Court (as he was and is as the deponent truly believes duly  
authorized to do) to the said exemplification, and the said exem-  
plification duly sealed, with the Seal of the said Prerogative  
Court of Canterbury, - Edward Toller Junr - Sworn at the Guildhall  
London this 7<sup>th</sup> day of March 1815. Before me Samuel Brick  
Mayor. - I all whom these presents shall come, I Samuel  
Brick Lord Mayor of the City of London, do hereby certify  
that on the day of the date hereof, personally came and ap-  
peared before me, Edward Toller the younger, the deponent  
named in the affidavit hereunto annexed, being a person  
well known and worthy of good credit, and by solemn  
oath which the said deponent then took me upon the  
Woly Evangelists of Almighty God, did solemnly and sin-  
cerely declare, testify and depose to be true the several  
matters, and things mentioned and contained in the aforesaid  
affidavit. - On faith and testimony whereof I, the said  
Lord Mayor have caused the Seal of the office of Mayoralty  
of the said City of London, to be hereunto put and affixed  
and the exemplification mentioned and referred to  
and by the said affidavit to be hereunto also annexed  
Seal dated in London the seventh day of May, in the year  
of our Lord One thousand Eight hundred and Fifteenth, Wm. 4<sup>th</sup>  
in Richmond the 14<sup>th</sup> day of November 1815 - This exemplifi-  
cation of the last will and testament of Samuel Gist  
deceased, and the four codicils thereto annexed, under the  
hand of George Gostling, Nathaniel Gostling, and R. C. Creswell  
deputy registers of the prerogative court of the Archbishop  
of Canterbury in the Kingdom of Great Britain, and  
under the Seal of the said court, together with the copy  
date from under the hand and seal of Samuel Brick  
Lord Mayor of the City of London thereto annexed was  
produced in Court, and ordered to be recorded. Teste  
 Peyton Drew. - at the State of Virginia, City of Rich-  
mond. I Gustave Robinson, Clerk of the Circuit Court of  
the City of Richmond, and as such according to Law, Recor-  
der of the late General Court of Virginia, do hereby  
certify that the foregoing is a true transcript from the  
records of the said General Court. - On testimony  
I hereto set my hand and annex the Seal of the said  
Circuit Court, this 2<sup>nd</sup> day of December in the year  
thousand, Eight hundred and Fiftyfour. Gustave Rob-  
inson, Clerk of the Circuit Court in the City  
Merodith, only Judge of the Circuit Court in the City  
Richmond in the said State of Virginia do certify  
Eustace Robinson, who has given the preceding certifica-  
tion is Clerk of the said Circuit Court, and that his said  
Lined this 2<sup>nd</sup> day of December 1815 John



bested therein by a private Act of the General assembly of the State of Ohio, entitled an "Act for the relief of the negroes resident in this State emancipated in the State of Virginia by the last will and testament of Samuel Eist late of England", passed February 14<sup>th</sup> 1857. a true copy and transcript from the records of the late general Court of Virginia, of the exemplification of the last will and testament of Samuel Eist deceased, and the four Codicils thereto annexed, under the hands of George Gostling, Nathaniel Gostling, and R. C. Greenwell, Deputy Registrar of the prerogative Court of the Archbishop of Canterbury in the Kingdom of Great Britain and under the Seal of said Court, together with the certificate from under the hand and Seal of Samuel Biren, Lord Mayor of the City of London thereto annexed, was this day produced in Court and ordered to be Recorded"

Granted, neither this copy nor the words on it may be reproduced in any form, as this single copy was produced for

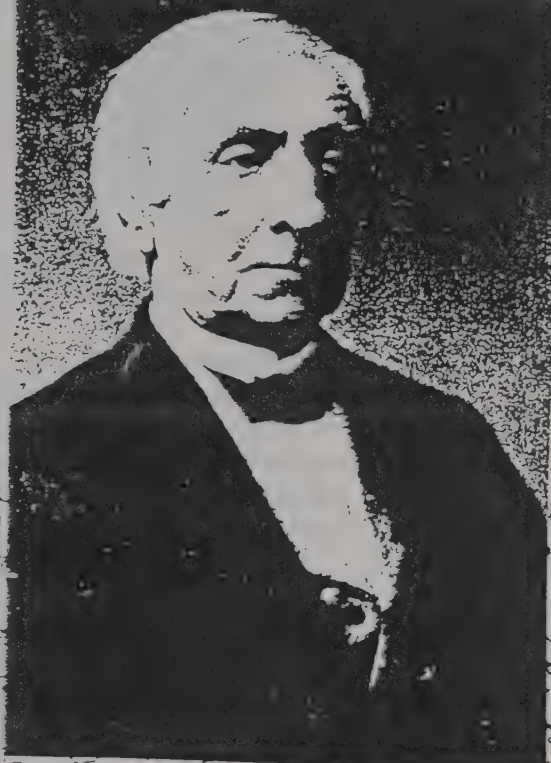
An inventory of the Estate of Samuel Eist Esq. in Virginia on the 1<sup>st</sup> Decr 1776

| Land in            | Acres |
|--------------------|-------|
| Amherst            | 1000  |
| Goshland           | 1500  |
| Hanover            | 2887  |
| Land very included | 5387  |

| No. | Name  | Age |
|-----|-------|-----|
| 1   | Pay   | 52  |
| 2   | Lady  | 42  |
| 3   | Jack  | 40  |
| 4   | David | 35  |
| 5   | Lady  | 32  |
| 6   | Isaac | 27  |
| 7   | Ly    | 27  |
| 8   | Molly | 17  |
| 9   | Lady  | 17  |
| 10  | Ly    | 17  |

| No. | Name    | Age |
|-----|---------|-----|
| 48  | Pat     | 53  |
| 49  | Britol  | 53  |
| 50  | Pat     | 48  |
| 51  | Grace   | 43  |
| 52  | Lady    | 43  |
| 53  | Ly      | 43  |
| 54  | Lady    | 42  |
| 55  | Charles | 35  |
| 56  | Thomas  | 34  |
| 57  | Daniel  | 34  |
| 58  | Jack    | 32  |
| 59  | Molly   | 32  |
| 60  | Ly      | 32  |
| 61  | Pat     | 32  |
| 62  | Ly      | 31  |
| 63  | Ly      | 31  |
| 64  | Thomas  | 30  |
| 65  | Thomas  | 27  |
| 66  | Ly      | 27  |







**FIRST CENSUS OF THE UNITED STATES**

**HANOVER COUNTY**

|                             |    |    |                     |    |    |
|-----------------------------|----|----|---------------------|----|----|
| late), Harden, Junr (Pa     | 7  | 15 | Shapperson, K.      | 7  | 8  |
| Smith, John                 | 1  | 15 | Slaughter, Tur      | 4  | 1  |
| Smith, Christopher (Estate) | 3  | 6  | Talley, Nathan      | 8  | 5  |
| Thomson, Francis            | 1  | 44 | Talley, Nathl, Jr   | 8  | 8  |
| Hollings, George            | 3  | 10 | Talley, Mary        | 8  | 3  |
| Starks, John, Senr          | 2  | 10 | Thurmon, Sarah      | 4  | 1  |
| Starks, John, Junr          | 3  | 24 | Talley, Micajah     | 3  | 3  |
| Jones, Joe (Estate)         | 3  | 11 | Turner, Zebulon     | 3  | 3  |
| Smith, Elizabeth            | 3  | 37 | Turner, George      | 7  | 2  |
| Thilman, Cap Paul           | 1  | 16 | Tucker, Michael     | 3  | 3  |
| Gay, Elizabeth              | 6  | 20 | Tucker, Littleberry | 3  | 3  |
| Boer, Na                    | 7  | 11 | Tucker, Stephen     | 3  | 3  |
| Coker, Wm                   | 8  | 15 | Tate, James         | 6  | 1  |
| Gist, Samuel (Estate)       | 3  | 80 | Talley, Kitty       | 7  | 14 |
| Hines, David                | 11 | 1  | Talley, Eliza       | 7  | 10 |
| Rix, John, Senr             | 12 | 2  | Talley, Bartlet     | 6  | 14 |
| Rix, W.                     | 4  | 1  | Talley, Charles     | 11 | 12 |
|                             |    |    | Tucker, Mary        | 7  | 8  |
|                             |    |    | Tucker, Oideon      | 4  | 16 |
|                             |    |    | Talley, David       |    |    |
|                             |    |    | Talley, Nicholas    |    |    |
|                             |    |    | Talley, William     |    |    |
|                             |    |    | Talley, Jack        |    |    |

As far back as 1782, Virginia law had allowed a man to free his slaves by will . . . "manumission," sending them out from under the hand (manu-) of the owner.

But, by 1806, after the troublesome "Gabriel's Rebellion" in and around Richmond in 1800, involving some of Gist's own slaves, the Virginia General Assembly voted that such manumitted slaves must be removed from the state within a year, "or face re-enslavement." John Wickham, who had been Aaron Burr's attorney, wrote this piece of legislation, writing to Gist (as attorney) in 1806, the date of Gist's will, saying there was sentiment in Virginia to force removal to a free state, but saying there'd be another vote before that provision became final. Coincidentally, the assembly finalized the provision the year after Gist died, the very year the will was read.

So, any apparent ambivalence on Gist's part would be attributed to the fact that Wickham had not written of the state's posture on manumission, so Gist knew not whether (a) he could free so many slaves at one time and (b) leave them as free laborers on his plantations.

Yet, in naming John Wickham and Matthew (son of Benjamin) Toler as his agents in Richmond, he would give to his two closest American friends the responsibility for making sure that his wishes would be carried out.

Wickham, however, was over-busy building a canal, a canal all the way up the James River, a canal planned to leap the mountains and come down the Kanawha River to the Ohio country, thereby tying east to west, for all its economic advantages, in a day of lugging everything on packhorse or in cumbersome Conestoga wagons over the feeble mountain trails in western Virginia and western Pennsylvania. Wickham asked that his lawyer-son, William, administer the Gist will in his stead.

Matthew Toler may have had other reasons for asking to be excused (and thereby replaced by Carter Page, young Wickham's father-in-law, clearly keeping things in the family). In the will, Gist may have embarrassed Toler with the blatant "special favor" asked of Toler: that he and "all his children after his decease" as well as his "several brothers and sisters and their children" to "use his and their utmost endeavors, as long as they shall respectively live, to attend to the comfort and happiness of my slaves and their issue." Toler was father to four slave-children by his black concubine, Betsy, who would call herself Hudson, after her father's choice for a family name, but call the children Toler, after their white father. Had Gist intended that Toler free any slaves he held, including Betsy and her four? If he were no longer Gist's agent, and if the slaves were to be freed and therefore not chattels answerable to a steward, perhaps he could lift the



“special favor” from the heads of nearly everyone named Toler. He’s willingly take the freed slaves to a free state (that’s where Wickham was negotiating for land), settle Betsy and the four kids comfortably, then maybe come home to Virginia with a clear conscience. Maybe.

Even so, Gist had seen clearly:

“With the great increase of my Negroes...there being upwards of 100 under 10 years of age, who as they grow up” may find the Gist lands “insufficient to supply them to advantage,” then Toler was instructed to buy “the most convenient available lands adjacent to the Gist plantations”... “plant trees for timber” to keep the Gist mills operating and generally to manage and cultivate the estates, “dividing the surplus rents and profits to and among my slaves” with a “necessary and proper allowance for the trouble.”

While the former slaves would be working the Hanover, Goochland and Amherst holdings as free laborers, their children and widows would be maintained, plus “any who shall from age, infirmity or other cause be incapable of supporting themselves.” An early welfare plan.

\*“Build suitable houses” for the slave families, not merely use the old slave-quarters.

\*\*Hire four persons “for the purpose of instructing my several slaves and their issue in the Christian religion . . . according to the Protestant doctrine . . . as taught in England (the Anglican Church that, in Virginia, was becoming the Episcopal Church).”

The General Assembly did as Gist thought they might: allow the manumission of “so many slaves,” but not allow them to stay in Virginia, but to force-sell the Gist plantations, put the money in a state-administered trust, and resettle the free blacks in Ohio.

And, so, in 1818 Wickham “purchased 350 certificates of emancipation” at a cost of \$219.25, and asked Toler to take them west, overland, up the James River, up John Wickham’s canal route all the way to Ohio.

Again, coincidentally, a friend of Wickham’s named Cadwallader Wallace, surveyor in Chillicothe, was making plans to get his slice of the Gist pie, surveying off two great tracts of land not yet claimed by any white man, useless swampland, called slashes, wet half the year, covered by trees. The Green Woods. As a soldier of the Revolution, as surveyor-general for Ohio, he might lay claim to such tracts at no cost.

\*

Gist’s plan for his former slaves had been described as “a utopian view for his laborers . . . a Christian community of freedom.”

Wickham approved the purchase of the wetlands surveyed and offered by Wallace...approved, as his Hillsboro agents (Joshua Woodrow, Levi Warner & Enoch Lewis) had done, site-unseen, taking Wallace’s word that it was “undeveloped land.”



It was in the summer of 1819 that the exodus arrived in Brown County, and settled into their log homes in the finally-drying-out woods, too late to plant even if the land had been cleared, and it was still tree-covered. The wagoned provisions would have to last over the winter; else Agent Woodrow would have to bring down provisions from his general mercantile in Hillsboro, from his farm on the West Fork north of Winchester for the two groups:

\*113 Hanover County slaves to the Lower Settlement on Straight Creek . . .

\*150 Goochland and Amherst County slaves to the Upper Settlement on Brush Creek . . .

\*each family unit given X number of acres, but no title, for all lands were held by Wickham & Page, Wickham's "ideal" arrangement to keep the settlements whole, taxes paid in one lump sum to the Brown County treasurer.

Patricia Donaldson of Georgetown took a look at the 1820 census for Brown County:

Upper Settlement heads of household: Benjamin Hutson, James Guist, Patsey Ellis, James Newlan Guist, York Guist, John Davis, David Anderson, Robert Prater, John Ward, Solomon Hutson, Rhode Ellis, Paul Cumberland, Frederick Woodson, Samuel Hutson, Davy David, Doctor Cane, Vivet Hutson, Cloa Hutson, Moses Smith, Jerry Youman, Hannah Lay, Mobe Fronton, William Cumberland, Henry Hutson, George Cumberland, George Cumberland, Jacob Johnston, and a second George Cumberland.

Lower Settlement heads of household: Peter Vice, Benjamin Pretty, Della Baker, Bristow Guist, John Walker, Patty Wood, Nelson Anderson, Strawberry Smith, Abraham Guist, Aaron Burr, Peter Clough, Chener Blair, Barnard Jarris, Jack Hunley, Kizzy Fox, Edward Guist and four with no family names: Rozella, Anthony, Cato and Caty.

Whether the Gist settlers, unable to read and write, would know how to spell the family name they had chosen or had arrived with is not known. Whether the census enumerator wrote it correctly is also not known.

Yet these are the names and spellings used, Guist and Anderson indicating that several thought enough of Samuel Gist and his son-in-law William Anderson to take their names.

One happy (though unexpected) part of the exodus were those bondmen "bought from plantations neighboring the Gist lands" . . . relatives of the Gist slaves, Wickham choosing "not to break up families." Matthew Toler recognized some of them because he had sold them: concubine Betsy and her four pickaninnies, Sally, Andrew, Harriett and Pleasant.

In 1819 (of all years), the Ohio general assembly passed a law "to protect the legally-free Negro," but their fears continued.

Histories are laced with references to the anti-black feelings in these river counties.



|         |                      |         |          |           |          |
|---------|----------------------|---------|----------|-----------|----------|
| No 32   | Hydrick 15 1/2 acres | No 21   | 15 1/2   | No 15     | Sanicle  |
| No 30   | 26 1/2 acres         | No 20   | 54 1/2   | No 14     | Harrison |
| No 29   | 38 acres             | No 19   | 28 1/2   | No 13     | 26 acres |
| No 28   | 23 acres             | No 18   | 23 acres | No 12     | 26 acres |
| No 27   | 23 acres             | No 17   | 23 acres | No 11     | 26 acres |
| No 26   | 23 acres             | No 16   | 23 acres | No 10     | 26 acres |
| No 25   | 23 acres             | No 15   | 23 acres | No 9      | 26 acres |
| No 24   | 23 acres             | No 14   | 23 acres | No 8      | 26 acres |
| No 23   | 23 acres             | No 13   | 23 acres | No 7      | 26 acres |
| No 22   | 23 acres             | No 12   | 23 acres | No 6      | 26 acres |
| No 21   | 23 acres             | No 11   | 23 acres | No 5      | 26 acres |
| No 20   | 23 acres             | No 10   | 23 acres | No 4      | 26 acres |
| No 19   | 23 acres             | No 9    | 23 acres | No 3      | 26 acres |
| No 18   | 23 acres             | No 8    | 23 acres | No 2      | 26 acres |
| No 17   | 23 acres             | No 7    | 23 acres | No 1      | 26 acres |
| No 16   | 23 acres             | No 6    | 23 acres | No 0      | 26 acres |
| No 15   | 23 acres             | No 5    | 23 acres | No -1     | 26 acres |
| No 14   | 23 acres             | No 4    | 23 acres | No -2     | 26 acres |
| No 13   | 23 acres             | No 3    | 23 acres | No -3     | 26 acres |
| No 12   | 23 acres             | No 2    | 23 acres | No -4     | 26 acres |
| No 11   | 23 acres             | No 1    | 23 acres | No -5     | 26 acres |
| No 10   | 23 acres             | No 0    | 23 acres | No -6     | 26 acres |
| No 9    | 23 acres             | No -1   | 23 acres | No -7     | 26 acres |
| No 8    | 23 acres             | No -2   | 23 acres | No -8     | 26 acres |
| No 7    | 23 acres             | No -3   | 23 acres | No -9     | 26 acres |
| No 6    | 23 acres             | No -4   | 23 acres | No -10    | 26 acres |
| No 5    | 23 acres             | No -5   | 23 acres | No -11    | 26 acres |
| No 4    | 23 acres             | No -6   | 23 acres | No -12    | 26 acres |
| No 3    | 23 acres             | No -7   | 23 acres | No -13    | 26 acres |
| No 2    | 23 acres             | No -8   | 23 acres | No -14    | 26 acres |
| No 1    | 23 acres             | No -9   | 23 acres | No -15    | 26 acres |
| No 0    | 23 acres             | No -10  | 23 acres | No -16    | 26 acres |
| No -1   | 23 acres             | No -11  | 23 acres | No -17    | 26 acres |
| No -2   | 23 acres             | No -12  | 23 acres | No -18    | 26 acres |
| No -3   | 23 acres             | No -13  | 23 acres | No -19    | 26 acres |
| No -4   | 23 acres             | No -14  | 23 acres | No -20    | 26 acres |
| No -5   | 23 acres             | No -15  | 23 acres | No -21    | 26 acres |
| No -6   | 23 acres             | No -16  | 23 acres | No -22    | 26 acres |
| No -7   | 23 acres             | No -17  | 23 acres | No -23    | 26 acres |
| No -8   | 23 acres             | No -18  | 23 acres | No -24    | 26 acres |
| No -9   | 23 acres             | No -19  | 23 acres | No -25    | 26 acres |
| No -10  | 23 acres             | No -20  | 23 acres | No -26    | 26 acres |
| No -11  | 23 acres             | No -21  | 23 acres | No -27    | 26 acres |
| No -12  | 23 acres             | No -22  | 23 acres | No -28    | 26 acres |
| No -13  | 23 acres             | No -23  | 23 acres | No -29    | 26 acres |
| No -14  | 23 acres             | No -24  | 23 acres | No -30    | 26 acres |
| No -15  | 23 acres             | No -25  | 23 acres | No -31    | 26 acres |
| No -16  | 23 acres             | No -26  | 23 acres | No -32    | 26 acres |
| No -17  | 23 acres             | No -27  | 23 acres | No -33    | 26 acres |
| No -18  | 23 acres             | No -28  | 23 acres | No -34    | 26 acres |
| No -19  | 23 acres             | No -29  | 23 acres | No -35    | 26 acres |
| No -20  | 23 acres             | No -30  | 23 acres | No -36    | 26 acres |
| No -21  | 23 acres             | No -31  | 23 acres | No -37    | 26 acres |
| No -22  | 23 acres             | No -32  | 23 acres | No -38    | 26 acres |
| No -23  | 23 acres             | No -33  | 23 acres | No -39    | 26 acres |
| No -24  | 23 acres             | No -34  | 23 acres | No -40    | 26 acres |
| No -25  | 23 acres             | No -35  | 23 acres | No -41    | 26 acres |
| No -26  | 23 acres             | No -36  | 23 acres | No -42    | 26 acres |
| No -27  | 23 acres             | No -37  | 23 acres | No -43    | 26 acres |
| No -28  | 23 acres             | No -38  | 23 acres | No -44    | 26 acres |
| No -29  | 23 acres             | No -39  | 23 acres | No -45    | 26 acres |
| No -30  | 23 acres             | No -40  | 23 acres | No -46    | 26 acres |
| No -31  | 23 acres             | No -41  | 23 acres | No -47    | 26 acres |
| No -32  | 23 acres             | No -42  | 23 acres | No -48    | 26 acres |
| No -33  | 23 acres             | No -43  | 23 acres | No -49    | 26 acres |
| No -34  | 23 acres             | No -44  | 23 acres | No -50    | 26 acres |
| No -35  | 23 acres             | No -45  | 23 acres | No -51    | 26 acres |
| No -36  | 23 acres             | No -46  | 23 acres | No -52    | 26 acres |
| No -37  | 23 acres             | No -47  | 23 acres | No -53    | 26 acres |
| No -38  | 23 acres             | No -48  | 23 acres | No -54    | 26 acres |
| No -39  | 23 acres             | No -49  | 23 acres | No -55    | 26 acres |
| No -40  | 23 acres             | No -50  | 23 acres | No -56    | 26 acres |
| No -41  | 23 acres             | No -51  | 23 acres | No -57    | 26 acres |
| No -42  | 23 acres             | No -52  | 23 acres | No -58    | 26 acres |
| No -43  | 23 acres             | No -53  | 23 acres | No -59    | 26 acres |
| No -44  | 23 acres             | No -54  | 23 acres | No -60    | 26 acres |
| No -45  | 23 acres             | No -55  | 23 acres | No -61    | 26 acres |
| No -46  | 23 acres             | No -56  | 23 acres | No -62    | 26 acres |
| No -47  | 23 acres             | No -57  | 23 acres | No -63    | 26 acres |
| No -48  | 23 acres             | No -58  | 23 acres | No -64    | 26 acres |
| No -49  | 23 acres             | No -59  | 23 acres | No -65    | 26 acres |
| No -50  | 23 acres             | No -60  | 23 acres | No -66    | 26 acres |
| No -51  | 23 acres             | No -61  | 23 acres | No -67    | 26 acres |
| No -52  | 23 acres             | No -62  | 23 acres | No -68    | 26 acres |
| No -53  | 23 acres             | No -63  | 23 acres | No -69    | 26 acres |
| No -54  | 23 acres             | No -64  | 23 acres | No -70    | 26 acres |
| No -55  | 23 acres             | No -65  | 23 acres | No -71    | 26 acres |
| No -56  | 23 acres             | No -66  | 23 acres | No -72    | 26 acres |
| No -57  | 23 acres             | No -67  | 23 acres | No -73    | 26 acres |
| No -58  | 23 acres             | No -68  | 23 acres | No -74    | 26 acres |
| No -59  | 23 acres             | No -69  | 23 acres | No -75    | 26 acres |
| No -60  | 23 acres             | No -70  | 23 acres | No -76    | 26 acres |
| No -61  | 23 acres             | No -71  | 23 acres | No -77    | 26 acres |
| No -62  | 23 acres             | No -72  | 23 acres | No -78    | 26 acres |
| No -63  | 23 acres             | No -73  | 23 acres | No -79    | 26 acres |
| No -64  | 23 acres             | No -74  | 23 acres | No -80    | 26 acres |
| No -65  | 23 acres             | No -75  | 23 acres | No -81    | 26 acres |
| No -66  | 23 acres             | No -76  | 23 acres | No -82    | 26 acres |
| No -67  | 23 acres             | No -77  | 23 acres | No -83    | 26 acres |
| No -68  | 23 acres             | No -78  | 23 acres | No -84    | 26 acres |
| No -69  | 23 acres             | No -79  | 23 acres | No -85    | 26 acres |
| No -70  | 23 acres             | No -80  | 23 acres | No -86    | 26 acres |
| No -71  | 23 acres             | No -81  | 23 acres | No -87    | 26 acres |
| No -72  | 23 acres             | No -82  | 23 acres | No -88    | 26 acres |
| No -73  | 23 acres             | No -83  | 23 acres | No -89    | 26 acres |
| No -74  | 23 acres             | No -84  | 23 acres | No -90    | 26 acres |
| No -75  | 23 acres             | No -85  | 23 acres | No -91    | 26 acres |
| No -76  | 23 acres             | No -86  | 23 acres | No -92    | 26 acres |
| No -77  | 23 acres             | No -87  | 23 acres | No -93    | 26 acres |
| No -78  | 23 acres             | No -88  | 23 acres | No -94    | 26 acres |
| No -79  | 23 acres             | No -89  | 23 acres | No -95    | 26 acres |
| No -80  | 23 acres             | No -90  | 23 acres | No -96    | 26 acres |
| No -81  | 23 acres             | No -91  | 23 acres | No -97    | 26 acres |
| No -82  | 23 acres             | No -92  | 23 acres | No -98    | 26 acres |
| No -83  | 23 acres             | No -93  | 23 acres | No -99    | 26 acres |
| No -84  | 23 acres             | No -94  | 23 acres | No -100   | 26 acres |
| No -85  | 23 acres             | No -95  | 23 acres | No -101   | 26 acres |
| No -86  | 23 acres             | No -96  | 23 acres | No -102   | 26 acres |
| No -87  | 23 acres             | No -97  | 23 acres | No -103   | 26 acres |
| No -88  | 23 acres             | No -98  | 23 acres | No -104   | 26 acres |
| No -89  | 23 acres             | No -99  | 23 acres | No -105   | 26 acres |
| No -90  | 23 acres             | No -100 | 23 acres | No -106   | 26 acres |
| No -91  | 23 acres             | No -101 | 23 acres | No -107   | 26 acres |
| No -92  | 23 acres             | No -102 | 23 acres | No -108   | 26 acres |
| No -93  | 23 acres             | No -103 | 23 acres | No -109   | 26 acres |
| No -94  | 23 acres             | No -104 | 23 acres | No -110   | 26 acres |
| No -95  | 23 acres             | No -105 | 23 acres | No -111   | 26 acres |
| No -96  | 23 acres             | No -106 | 23 acres | No -112   | 26 acres |
| No -97  | 23 acres             | No -107 | 23 acres | No -113   | 26 acres |
| No -98  | 23 acres             | No -108 | 23 acres | No -114   | 26 acres |
| No -99  | 23 acres             | No -109 | 23 acres | No -115   | 26 acres |
| No -100 | 23 acres             | No -110 | 23 acres | No -116   | 26 acres |
| No -101 | 23 acres             | No -111 | 23 acres | No -117   | 26 acres |
| No -102 | 23 acres             | No -112 | 23 acres | No -118   | 26 acres |
| No -103 | 23 acres             | No -113 | 23 acres | No -119   | 26 acres |
| No -104 | 23 acres             | No -114 | 23 acres | No -120   | 26 acres |
| No -105 | 23 acres             | No -115 | 23 acres | No -121   | 26 acres |
| No -106 | 23 acres             | No -116 | 23 acres | No -122   | 26 acres |
| No -107 | 23 acres             | No -117 | 23 acres | No -123   | 26 acres |
| No -108 | 23 acres             | No -118 | 23 acres | No -124   | 26 acres |
| No -109 | 23 acres             | No -119 | 23 acres | No -125   | 26 acres |
| No -110 | 23 acres             | No -120 | 23 acres | No -126   | 26 acres |
| No -111 | 23 acres             | No -121 | 23 acres | No -127   | 26 acres |
| No -112 | 23 acres             | No -122 | 23 acres | No -128   | 26 acres |
| No -113 | 23 acres             | No -123 | 23 acres | No -129   | 26 acres |
| No -114 | 23 acres             | No -124 | 23 acres | No -130   | 26 acres |
| No -115 | 23 acres             | No -125 | 23 acres | No -131   | 26 acres |
| No -116 | 23 acres             | No -126 | 23 acres | No -132   | 26 acres |
| No -117 | 23 acres             | No -127 | 23 acres | No -133   | 26 acres |
| No -118 | 23 acres             | No -128 | 23 acres | No -134   | 26 acres |
| No -119 | 23 acres             | No -129 | 23 acres | No -135   | 26 acres |
| No -120 | 23 acres             | No -130 | 23 acres | No -136   | 26 acres |
| No -121 | 23 acres             | No -131 | 23 acres | No -137   | 26 acres |
| No -122 | 23 acres             | No -132 | 23 acres | No -138   | 26 acres |
| No -123 | 23 acres             | No -133 | 23 acres | No -139   | 26 acres |
| No -124 | 23 acres             | No -134 | 23 acres | No -140   | 26 acres |
| No -125 | 23 acres             | No -135 | 23 acres | No -141   | 26 acres |
| No -126 | 23 acres             | No -136 | 23 acres | No -142   | 26 acres |
| No -127 | 23 acres             | No -137 | 23 acres | No -143   | 26 acres |
| No -128 | 23 acres             | No -138 | 23 acres | No -144   | 26 acres |
| No -129 | 23 acres             | No -139 | 23 acres | No -145   | 26 acres |
| No -130 | 23 acres             | No -140 | 23 acres | No -146   | 26 acres |
| No -131 | 23 acres             | No -141 | 23 acres | No -147   | 26 acres |
| No -132 | 23 acres             | No -142 | 23 acres | No -148   | 26 acres |
| No -133 | 23 acres             | No -143 | 23 acres | No -149   | 26 acres |
| No -134 | 23 acres             | No -144 | 23 acres | No -150   | 26 acres |
| No -135 | 23 acres             | No -145 | 23 acres | No -151   | 26 acres |
| No -136 | 23 acres             | No -146 | 23 acres | No -152   | 26 acres |
| No -137 | 23 acres             | No -147 | 23 acres | No -153   | 26 acres |
| No -138 | 23 acres             | No -148 | 23 acres | No -154   | 26 acres |
| No -139 | 23 acres             | No -149 | 23 acres | No -155   | 26 acres |
| No -140 | 23 acres             | No -150 | 23 acres | No -156   | 26 acres |
| No -141 | 23 acres             | No -151 | 23 acres | No -157   | 26 acres |
| No -142 | 23 acres             | No -152 | 23 acres | No -158   | 26 acres |
| No -143 | 23 acres             | No -153 | 23 acres | No -159   | 26 acres |
| No -144 | 23 acres             | No -154 | 23 acres | No -160   | 26 acres |
| No -145 | 23 acres             | No -155 | 23 acres | No -161   | 26 acres |
| No -146 | 23 acres             | No -156 | 23 acres | No -162   | 26 acres |
| No -147 | 23 acres             | No -157 | 23 acres | No -163   | 26 acres |
| No -148 | 23 acres             | No -158 | 23 acres | No -164   | 26 acres |
| No -149 | 23 acres             | No -159 | 23 acres | No -165   | 26 acres |
| No -150 | 23 acres             | No -160 | 23 acres | No -166   | 26 acres |
| No -151 | 23 acres             | No -161 | 23 acres | No -167   | 26 acres |
| No -152 | 23 acres             | No -162 | 23 acres | No -168   | 26 acres |
| No -153 | 23 acres             | No -163 | 23 acres | No -169   | 26 acres |
| No -154 | 23 acres             | No -164 | 23 acres | No -170   | 26 acres |
| No -155 | 23 acres             | No -165 | 23 acres | No -171   | 26 acres |
| No -156 | 23 acres             | No -166 | 23 acres | No -172   | 26 acres |
| No -157 | 23 acres             | No -167 | 23 acres | No -173   | 26 acres |
| No -158 | 23 acres             | No -168 | 23 acres | No -174   | 26 acres |
| No -159 | 23 acres             | No -169 | 23 acres | No -175   | 26 acres |
| No -160 | 23 acres             | No -170 | 23 acres | No -176   | 26 acres |
| No -161 | 23 acres             | No -171 | 23 acres | No -177   | 26 acres |
| No -162 | 23 acres             | No -172 | 23 acres | No -178   | 26 acres |
| No -163 | 23 acres             | No -173 | 23 acres | No -179   | 26 acres |
| No -164 | 23 acres             | No -174 | 23 acres | No -180   | 26 acres |
| No -165 | 23 acres             | No -175 | 23 acres | No -181   | 26 acres |
| No -166 | 23 acres             | No -176 | 23 acres | No -182   | 26 acres |
| No -167 | 23 acres             | No -177 | 23 acres | No -183   | 26 acres |
| No -168 | 23 acres             | No -178 | 23 acres | No -184</ |          |

5.

# THE GREEN WOODS

THE GREEN WOODS



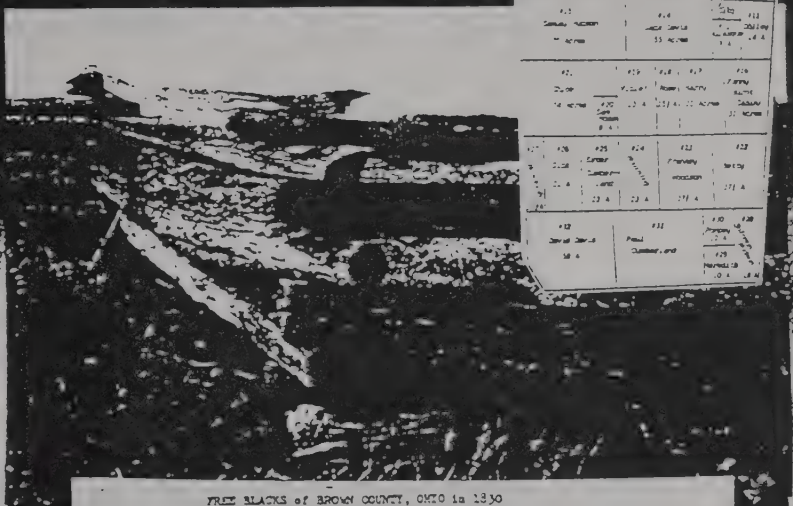
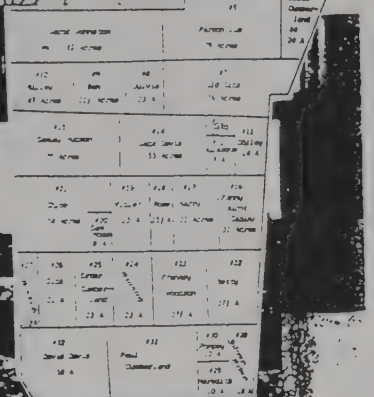


Negro cabin

107 Peter Vice  
 Benjamin pretty  
 Della Baker  
 Briston Guest  
 John Walker  
 pretty wood  
 Rozella  
 Nelson Anderson  
 Strawberry Smith  
 Abraham Guest  
 Anna Burr  
 Peter C. Pough  
 Chener Blair  
 Barnard James  
 Jack Hunley  
 Higby Fox  
 Edward Guest  
 Anthony  
 Cate  
 Cate



|    |    |   |    |   |   |    |    |
|----|----|---|----|---|---|----|----|
| 27 | 13 | 6 | 16 | 5 | 9 | 21 | 11 |
|----|----|---|----|---|---|----|----|



FREE BLACKS of BROWN COUNTY, ONTIO in 1830

The following are the names of Free Blacks who were heads of families in Brown County in 1830. The list was taken from the 1830 Federal Census and recorded in "Free Negro Heads of Families in 1830" by Carter G. Woodson, the founder of the Association for the Study of Negro Life and History (the Society has recently changed the term "Negro" to "African-American"). The listing is by township within the county and was sent to us by Mrs. Robert M. Lucas, official Black Historian for the S.C.S. Society.

| Scott Township             |    | Total # N.R. | Franklin Township, cont.      |   |   |
|----------------------------|----|--------------|-------------------------------|---|---|
| William Anderson(a) 24-36  | 3  |              | Robert Cluff(a) 36-55         | 3 | 6 |
| Sarah Smith(f) 36-55       | 7  |              | Peter Cluff(a) 55-100         | 3 | 3 |
| Rhoda Holley(a) 36-55      | 8  |              | Peter Cluff(f) 10-24          | 2 | 3 |
| Maryland Potter(a) 55-100  | 5  |              | Stephen Glass(a) 36-55        | 5 | 5 |
| <b>Huntingdon Township</b> |    |              | Cooper Cluff(a) 36-55         | 2 | 4 |
| Chaerly Foulke(a) 24-36    | 5  |              | Anthony Gess(a) 24-36         | 3 | 3 |
| <b>Ohio Township</b>       |    |              | James Gess(a) 55-100          | 4 | 6 |
| Scott Caspell(a) 36-55     | 3  |              | William Cumberland(a) 10-24   | 2 | 2 |
| Mary Jones(f) 36-55        | 5  |              | Aaron Gess(a) 55-100          | 5 | 5 |
| Margaret Green(f) 36-55    | 2  |              | <b>Lea Township</b>           |   |   |
| Ada Reeves(a) 36-55        | 5  |              | Samuel Mosala 36-55           | 5 | 5 |
| <b>Pleasant Township</b>   |    |              | David Davis(a) 55-100         | 3 | 3 |
| Stanley Dickason(a) 36-55  | 5  |              | Jacob Jansa(a) 24-36          | 3 | 3 |
| Caldo DeLaney(a) 24-36     | 3  |              | Benjamin Hudson(a) 24-36      | 3 | 3 |
| John DeLaney(a) 36-55      | 10 |              | John Hudson(a) 24-36          | 2 | 2 |
| Charles Black(a) 55-100    | 9  |              | Nicholas Warden(a) 24-36      | 3 | 3 |
| Judah DeLaney(a) 55-100    | 4  |              | Jeremiah Cumberland(a) 24-36  | 5 | 5 |
| Clara Buler(f) 10-24       | 2  |              | Clara Hudson(f) 36-55         | 5 | 5 |
| <b>Lea Township</b>        |    |              | John Davis(a) 36-55           | 5 | 5 |
| James Norville(a) 36-55    | 6  |              | Solomon Hudson(a) 55-100      | 2 | 2 |
| <b>Scott Township</b>      |    |              | Samuel Hudson(a) 55-100       | 2 | 2 |
| William Smith(a) 24-36     | 5  |              | Henry Hudson(a) 24-36         | 3 | 3 |
| Benjamin Gess(a) 55-100    | 4  |              | Glasgow Ellis(a) 24-36        | 3 | 3 |
| Richard Walze(a) 24-36     | 5  |              | James Highwater(a) 36-55      | 5 | 5 |
| Peter Vise(a) 55-100       | 11 |              | Nathaniel Fountain(a) 36-55   | 5 | 5 |
| John Mumley(a) 36-55       | 7  |              | Allen Johnson(a) 24-36        | 3 | 3 |
| Britzer Gess(a) 36-55      | 9  |              | Joseph Loust(a) 36-55         | 1 | 1 |
| William Anderson(a) 36-55  | 7  |              | Jacob Johnson(a) 55-100       | 9 | 9 |
| Charles Gess(a) 36-55      | 6  |              | James Ellis(a) 24-36          | 5 | 5 |
| Stephen Anderson(a) 36-55  | 4  |              | Abraham Anderson(a) 55-100    | 1 | 1 |
| Beetsie Hutson(f) 36-55    | 5  |              | Henry Mitchell(a) 24-36       | 1 | 1 |
| Armsted Sims(a) 24-36      | 4  |              | Castel Johnson(a) 24-36       | 1 | 1 |
| Thomas Walze(a) 24-36      | 3  |              | William Johnson(a) 36-55      | 9 | 9 |
| Abraham Blair(a) 36-55     | 5  |              | William Cumberland(a) 36-55   | 1 | 1 |
| George Ford(a) 55-100      | 3  |              | Henry Hudson(a) 24-36         | 1 | 1 |
| Barney James(a) 36-55      | 21 |              | Tracy Woodson(a) 10-24        | 1 | 1 |
| Nelson Anderson(a) 36-55   | 2  |              | David Anderson(a) 24-36       | 3 | 3 |
| William Anderson(a) 24-36  | 3  |              | George P. Cumberland(a) 24-36 | 1 | 1 |
| William Baker(a) 24-36     | 2  |              | Samuel Armsted(a) 36-55       | 7 | 7 |
| Dolly Baker(f) 55-100      | 3  |              | James M. Gess(a) 55-100       | 1 | 1 |
| Benjamin Baker(a) 24-36    | 4  |              | Paul Cumberland(a) 36-55      | 3 | 3 |
| <b>Franklin Township</b>   |    |              | James Gess(a) 55-100          | 2 | 2 |
| Brittise Garlick(a) 55-100 | 9  |              | Samuel Williamson(a) 24-36    | 9 | 9 |
| Pompey Ellis(a) 55-100     | 2  |              | James Ellis(a) 24-36          | 2 | 2 |
| John Walker(a) 55-100      | 8  |              | George Cumberland(a) 55-100   | 7 | 7 |
| Calo Anderson(a) 55-100    | 2  |              | Jacob Cumberland(a) 36-55     | 7 | 7 |
| Thomas Kala(a) 36-55       | 5  |              | Moses Cumberland(a) 24-36     | 6 | 6 |
| Abraham Gess(a) 55-100     | 7  |              |                               |   |   |

3

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3.





Woodrow received monies from Wickham to pay Wallace, but also to begin the construction of a log house for each family unit at the Upper Settlement and at the Lower Settlement.

The Upper Settlement drained two ways: east into the West Fork of Brush Creek and then into Adams County, northwest into the East Fork of White Oak Creek, and then southerly toward the Ohio River.

The Lower Settlement also drained both east to Straight Creek and west to White Oak, both streams emptying a few miles apart into the Ohio.

\*

Meanwhile Matthew Toler had the longest slave-coffle ever seen in the mountains of Virginia, wagons loaded down with tools, seed and provisions, the slaves walking if they were able, hitching rides if they could not.

One woman named Ellen gave birth to twins on the migration route up the James, over the Sewall and Greenbrier Mountains, down the Kanawha and Ohio valleys; she called them Nelson and Milly, and called the family Anderson when they were required to tell the census enumerator what their last names were.

Anderson. A very popular name in Virginia: Col. Richard Anderson, first surveyor-general of the Northwest Territory, and William Anderson, Gist's first son-in-law and the man in charge after daughter Mary Anderson took title to Gist's plantations for the duration of the Revolution, during which he bought more land but never been reimbursed. He was now suing the estate for \$10,000, land-costs plus interest since the purchase in 1780. Chief Justice John Marshall would award him the full amount, ruining his marriage, cutting deeply into the American part of the estate, slaves freed (so no longer an asset), the lands selling for a mere \$2 an acre . . . so that when all Gist lands in Virginia were sold, the estate (and thereby the fund) realized a mere \$11,000 (5,550 acres times \$2 per acre), leaving scant funds to pay to get these freemen over the mountains, into their homes, hire teachers and preachers, take care of the aged and infirm, pay taxes and doctor bills and the cost of repairs and funerals and clothing for the almost-naked and the dead.

And so the coffle of ragged blacks snaked over the mountains down the rivers, and arrived at the town of Portsmouth.

Most would go west-northwest from there to the Brown  
County lands.

Some would go north along the Scioto River, the old fur-trail from Sandusky to Richmond, and be settled on equally grim lands near Sandusky.

A few had not even come west, preferring to join relatives in New York, allowed to do so and given "a small amount."



It was in the summer of 1819 that the exodus arrived in Brown County, and settled into their log homes in the finally-drying-out woods, too late to plant even if the land had been cleared, and it was still tree-covered. The wagoned provisions would have to last over the winter; else Agent Woodrow would have to bring down provisions from his general mercantile in Hillsboro, from his farm on the West Fork north of Winchester for the two groups:

\*113 Hanover County slaves to the Lower Settlement on Straight Creek . . .

\*150 Goochland and Amherst County slaves to the Upper Settlement on Brush Creek . . .

\*each family unit given X number of acres, but no title, for all lands were held by Wickham & Page, Wickham's "ideal" arrangement to keep the settlements whole, taxes paid in one lump sum to the Brown County treasurer.

Patricia Donaldson of Georgetown took a look at the 1820 census for Brown County:

Upper Settlement heads of household: Benjamin Hutson, James Guist, Patsey Ellis, James Newlan Guist, York Guist, John Davis, David Anderson, Robert Prater, John Ward, Solomon Hutson, Rhode Ellis, Paul Cumberland, Frederick Woodson, Samuel Hutson, Davy David, Doctor Cane, Vivet Hutson, Cloa Hutson, Moses Smith, Jerry Youman, Hannah Lay, Mobe Fronton, William Cumberland, Henry Hutson, George Cumberland, George Cumberland, Jacob Johnston, and a second George Cumberland.

Lower Settlement heads of household: Peter Vice, Benjamin Pretty, Della Baker, Bristow Guist, John Walker, Patty Wood, Nelson Anderson, Strawberry Smith, Abraham Guist, Aaron Burr, Peter Clough, Chener Blair, Barnard Jarris, Jack Hunley, Kizzy Fox, Edward Guist and four with no family names: Rozella, Anthony, Cato and Caty.

Whether the Gist settlers, unable to read and write, would know how to spell the family name they had chosen or had arrived with is not known. Whether the census enumerator wrote it correctly is also not known.

Yet these are the names and spellings used, Guist and Anderson indicating that several thought enough of Samuel Gist and his son-in-law William Anderson to take their names.

One happy (though unexpected) part of the exodus were those bondmen "bought from plantations neighboring the Gist lands" . . . relatives of the Gist slaves, Wickham choosing "not to break up families." Matthew Toler recognized some of them because he had sold them: concubine Betsy and her four pickaninnies, Sally, Andrew, Harriett and Pleasant.

In 1819 (of all years), the Ohio general assembly passed a law "to protect the legally-free Negro," but their fears continued.

Histories are laced with references to the anti-black feelings in these river counties.



The very year that the Gist settlers arrived in Brown County, a letter to the editor of the CHILLICOTHE SUPPORTER reads: "We trust our constitution and laws are not so defective as to suffer to be overrun by such a wretched population," calling the Gist people "depraved" and "ignorant."

History is also laced with such condemnations of the white frontier population, for schools and churches had not yet taken hold, and it was clear that those who wished to escape the law, the scorn of neighbors and even relatives fled to the frontier. Northwest Territory Governor Arthur St. Clair had earlier despaired that there would ever be a sizable number of "decent" people in the Ohio country.

Why would any white man have expected a Negro to come west and prosper if he had not learned to read and write, have money and learn how to spend it, protect property from others (of all colors)?

Some of the Gist slaves surely must have been trained at digging (in mines, if not making drainage ditches), at sawmill work, at building and repairing, indeed at such crafts as blacksmithing? Yet we have so little evidence of such skills after the arrival in Ohio, except that a few made baskets, did repairs on the cabins, built chimneys and porches and outbuildings.

The Highland County Common Pleas Court accounts filed by Woodrow, Warner & Lewis, and added to by depositions, is a close look at how low the expectations (of both freeman and agent) were.

Most of all, any slave-owner or manager should have guessed great problems from the vices of the slave (drinking, gambling, sex, and especially idleness . . . that great dream of a person chained, if not literally . . . to his work from sun-up to dark, six or seven days a week). Why would a glad-to-be-free slave, ignorant of what freedom meant to a man with no slave responsibilities for self-and-family behave responsibly? That many must have adjusted to responsibility is a testimony to human nature. And that some became every bit as greedy as their white neighbors should not be surprising.

\*

In 1820, a group was founded in Georgetown - - patterned after the American Colonization Society. The purpose of both was to "solve the Negro problem," that is, to rid the country of its increasing number of free (and freed) blacks . . . to "encourage and help free Negroes of the United States to emigrate to Africa," particularly the Republic of Liberia on the slave-coast, founded by President Monroe in 1820 (hence the name of its capital city Monrovia).

Leaders of the colonization were Henry Clay and any number of other prominent Americans, usually from slave-states eager to rid themselves of "troublesome free blacks," their presence encouraging discontent if not outright rebellion among the slaves.

Yet the free blacks had little desire to be shipped (literally) to their so called "homeland," when in fact their families had been in America longer than most white families and so had no real bond with the dark



continent. They were Americans, they said, not Africans in America.

And so colonization was something the anti-black whites thought up, something the blacks largely rejected (despite people like James Boyd Herron, of the Dunn's Chapel neighborhood northwest of Hillsboro but in Kentucky at the time he actually sailed to Africa with a group of willing free blacks, one of whom named his son after Herron and became a leader of Liberia when it became an independent state in 1847.) Yet Herron's son, John, school teacher and agent for Woodrow, Warner & Lewis in Brown County's Lower Gist Settlement, exhibited few of his father's gentle traits, carrying out the agents' niggardly administration of the Gist will.

Even Abraham Lincoln, as President, 1862, tried to encourage colonization of free Negroes in Central America, telling would-be applicants: "Your race suffers very greatly by living among us (whites), while ours suffers from your presence . . . There is no willingness on the part of our people - - harsh as it may be - - for you free colored people to remain with us."

Neighbors of the newly-arrived Gist settlers in the Lower Settlement must have heard Georgetowners say that they "preferred that they be in Liberia rather than Brown County."

"Why would an American Negro want to go back to Africa?" the delegation of Georgetown whites has been told. "We're Americans just like you, except that we're colored." The visitors were led by Col. Samuel Glaze.

Rumblings in the White Oak settlement privately criticized lawyers, ministers, others in the group for "trying to drive free blacks out of the county."

Woodrow should have known the reputation of the river-counties, called "the most racist . . . the general populace not friendly to blacks," either free as neighbors or fugitive on the Underground Railroad.

From within the Upper Gist Settlement in Eagle Township came the only full-time conductor, the only full-time black conductor on the road anywhere in the country: young John Hudson, employed by 20 white abolitionists in what developed into the town of Sardinia, focus of the author's upcoming book, JOURNALS OF THE UNDERGROUND RAILROAD.

Almost as soon as the settlers arrived, they were approached by two other kinds of Negroes: their neighbors on Hillman's Ridge (Kentucky slaves come over with their masters, and living nearby) or neighbors in towns like Georgetown and Hillsboro . . . and by fugitive slaves "passing that way" on the Underground Railroad, needing safe-haven, needing food, needing a place to sleep at least a night even if it be a foddershock or a haymow, needing help to get further up "the main line" of the road to Canada.

Meanwhile, the families gone off to Sandusky were being squeezed out by whites, starved out, then frozen out by one of the worst winters in history. And so, with spring, they began to walk home to Virginia, to Gold Hill that no longer belonged to Gist agents. Neighbors, like the Tolers, would have to take them in until they could be re-located.



\*

This mass-migration, Virginia to Ohio, constitutes "the largest slave relocation project in the nation," if neither the proudest nor the most successful.

Researcher Michael Trotti found in the Wickham family papers that a "smaller removal" of Gist slaves was made in 1821. This may be the same group referred to in Highland County Common Pleas Court records, where Wickham paid for the transportation of slaves from Virginia "to Manchester."





# IN AMONG QUAKERS





In 1831, the Hillsboro agents sold the Sandusky lands: 640 acres, though no deeds have been found in Erie County or the surrounding counties on Lake Erie; and the agents seem not to account for the income from the Kirby brothers who acted as agents.

Yet the Gist trustees did pay \$800 for 100 acres of good farmland in Fairfield (now Penn) Township, Highland County. Adjacent neighbors were David Ockerman, Daniel Michael and three others named Cadwallader, Green and Smithson. It lay, well-drained, "on the headwaters of Lees Creek."

Then Wickham sent out the former Sandusky group which had walked home to Virginia.

Woodrow, the Quaker, thought it best to relocate the Sandusky slaves on quality land in the midst of Quaker farmers who might "look out for them," as if they were their own freed slaves.

Yet at least one was a Dunkard/Christian Church faithful named David Ockerman, himself having not long before arrived from Kentucky's Blue Grass slave-country.

The survey was named Fitzhugh and numbered 2288 in Fairfield (and later Penn) Township, Highland County . . . 1,333 acres given to the man named for his service during the American Revolution.

Trotti says that, in the Wickham papers, the 1831 removal of Gist people to form the Highland County settlement numbered "44 freedmen."

Rev. Wayne Snider gives these names of Gist families (1840 Fairfield Township):

|                    |                      |
|--------------------|----------------------|
| David Jones        | Lazarus Mitchell     |
| Nathaniel Fountain | Bartlett Rollins     |
| Paul Cumberland    | Stephen Gest         |
| Zachariah Peak     | Lucy Gest            |
| Hannibal Turner    | George P. Cumberland |
|                    | David Nukes          |

The 1850 census gives added details, being the first census to show the names of wives and children:

\*18 families live side by side in what are apparently six houses:

EMMONS, Clergyman Jacob, 28, M, B, born Ky  
wife Nancy, 36, F, B, born Va.

ROLLINS, Mary, 16, F, B, born Ohio  
Martha R., 11, F, M, born Ohio  
Elizabeth, 9, F, M, born Ohio

perhaps these three are Nancy's by  
previous marriage to one of the  
Rollins men

EMMONS, James H., 4, M, B, born Ohio  
Eliza a., 1, F, B, born Ohio

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ROLLINS, Benjamin, 22, M, B, born Va.  
    wife Martha A., 20, F, B, born Va.  
    Nancy A., F, B, born Ohio  
GUEST, Polly, 17, F, B, born Va.  
SMITH, Isaiah, 12, M, B, born Ohio

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LAWSON, Robert, 40, M, B, born Va.  
    wife Charity, 50, F, B, born Va.  
    Thomas, 18, M, B, born Va.  
WILLIAMS, Woodson, 12, M, M, born Ohio

---

CAREY, John, 25, M, B, born Va.  
    wife Elizabeth, 26, F, B, born Va.  
    Margaret A., 6, F, B, born Ohio  
    Julia A., 4, F, B, born Ohio  
GOOD, Hinton, 30, M, B, born Ohio  
    Anthony, 8, M, B, born Ohio  
    Charles, 7, M, B, born Ohio  
    Charity, 6, F, B, born Ohio  
    Frances, 5, F, B, born Ohio  
    Martha A., 4, F, B, born Ohio  
    Thomas, 3, M, B, born Ohio  
HIX, Margaret, 40, F, M, born Va.

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FOWLER, Fleming, 35, M, B, born Va.  
    William A., 2, M, B, born Ohio  
SMITH, Jules, 39, M, B, born Va.  
    wife Ester, 22, F, B, born Va.  
FRANCIS, Juliana, 2, F, B, born Ohio

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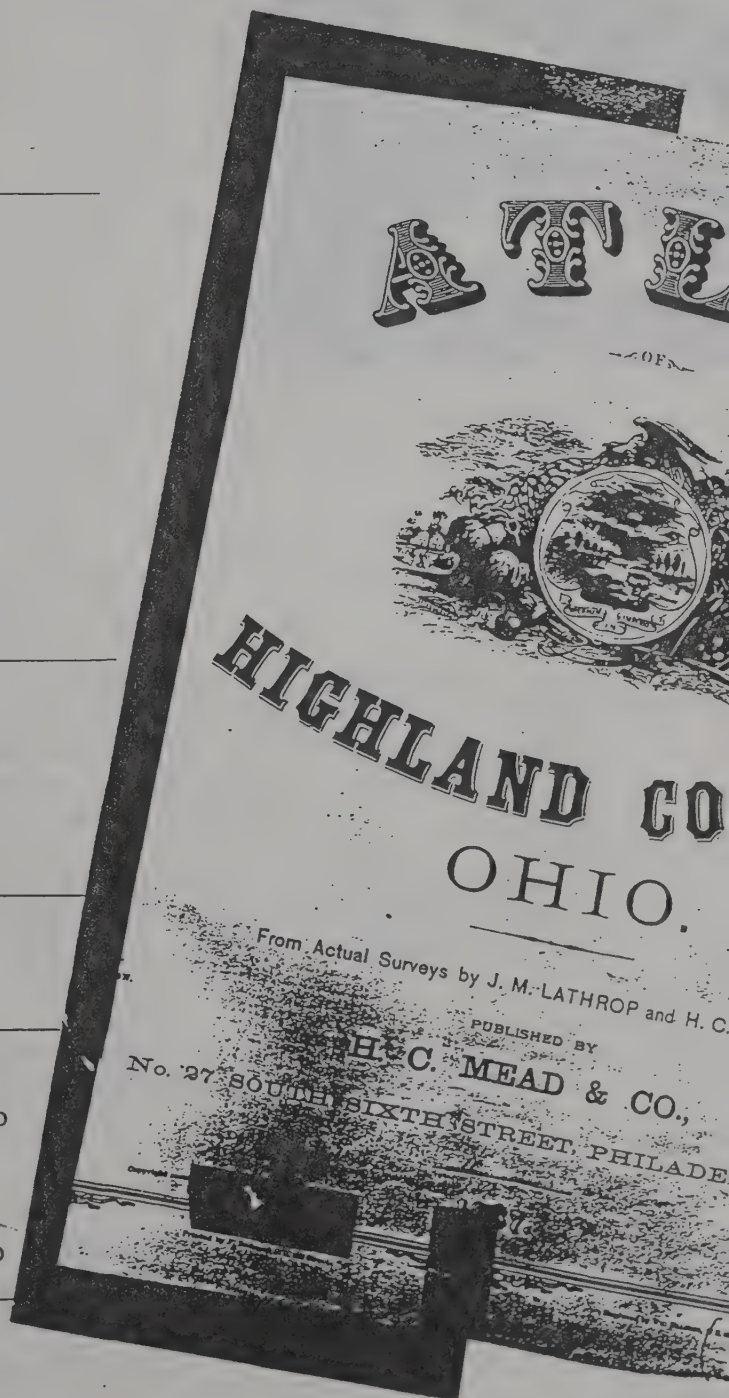
MINOR, John, 41, M, B, born Va.  
    wife Amelia, F, B, born Va.

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CAREY, Nancy, 42, F, M, born Va.  
CUMBERLAND, James, 12, M, M, born Ohio  
PRICE, Eliza, 21, F, M, born Va.  
    Isaac, 4, M, M, born Ohio  
    Sarah A., 3, F, M, born Ohio  
    Anenias, 10 months, M, M, born Ohio

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Does Polly's presence here suggest  
kinship to Brown County Guests?





Then 2 white Michael families . . .

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Then two more black families living side by side in two houses:

MITCHELL, Lazarus 40, M, B, born Va.

TURNER, Hannibal, 46, M, B, born Va.  
wife Lucinda, 40, F, M, born Ohio  
Dempsey, 11, M, M, born Ohio  
Martha A., 11, F, M, born Ohio  
Charles P., 6, M, M, born Ohio  
Hannah, 10, F, M, born Ohio  
James, 8, M, M, born Ohio  
Henry, 6, M, M, born Ohio  
Sarah, 3, F, M, born Ohio  
Harriet, 1, F, M, born Ohio

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“B” equals black, “M” equals mulatto . . . the latter suggesting that one parent be either white or of mixed blood.

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The Sandusky group may have been from lands in Henrico County, Virginia, that Gist leased; they are not otherwise identified by county of origin.

Though one might have expected a mixing of families among the four counties (three of them abutting), this seems not to have been done; yet we cannot know which might have been related to, indeed offspring of, slaves on, say, the Gold Hill plantation; even with this possibility, surely the parents would remember who their children were and where they were assigned, and the children then encouraged to take the same family name as the parents took.

Whatever commonality exists between the settlements seems due to intermarriage (everyone conscious that seeking mates from outside their small circle kept the genes strong); a few may indeed indicate relationship as Upper Gist Cumberlands showing up very soon after the Highland County settlement was formed.

As time passed, there is growing evidence of intermarriage - - as well as marriage with free blacks in New Vienna, Hillsboro, Leesburg, the Hansborough settlements at Samantha, Georgetown, Ripley and Manchester.

\*

Violet Turner said that the Erie County slaves were relocated “in Adams and Highland Counties,” which could explain the 1831 tax-receipt for Adams County land without saying where the land was located; and nothing explains why there would not have been tax receipts for 1832 and the



years following. It might even be that the Adams County receipt is misfiled, that Woodrow was paying taxes on his own farm at Winchester, though no records at West Union show the size, location or value of the property . . . never a deed when Woodrow got it, none when he disposed of it.

Yet Highland County references talk about him getting a farm in Adams County when he first came from Virginia, and Gist records show him selling farm produce to the estate for the Brown County Gist Settlements, even a Mr. Streicher who farmed it.

The Gist trust has paid Virginia planters to keep five Gist slaves  
"too old or ill to survive the move."

In 1831, Ohio passed another law, modeled on the 1819 law. Fears of legally-free Negroes persisted.

In 1835, needing more land for the relocated slaves to "hoe their own row," the trustees bought for \$500 another 107 acres from Harvey and Ruth Harlan, two Quakers with Quaker witnesses, Isaac Redfern and Joseph Burgess. It abutted the other property, with Daniel Lewis, and two others named Ockerman and Cave, and is "to the only proper use, the manumitted slaves of Samuel Gist."

Gist's lands in Goochland County -- those with mines -- were sold at public auction in 1832 for just \$1,755 . . . 585 acres at \$3 an acre . . . perhaps not enough to defray the cost of removing those 44 slaves to Highland County, and surely not covering the cost of maintaining them "with neighbor-planters" for 10 years: 1820-1831.

In 1835, the CINCINNATI GAZETTE called the Gist settlers "extremely lazy and stupid . . . their only produce is children . . . a great deal too lazy to play . . . but wretched savages." Yet the GAZETTE called them "like children who needed to be protected from themselves and from scheming whites."

In 1838, Ohio passed its own "fugitive slave law," frightening the free Negro who could see himself or herself kidnapped and sold South, despite holding freedom papers required as early as 1804. One famous case (Eliza Johnson, Murray Corner in Brown County) confirmed their fears; another Moses Cumberland (Upper Gist Settlement) was prevented only by the work of Sardinia abolitionist John Mahan, who paid the price by serving 10 days in the Brown County dungeon on bread and water . . . hurrying his death at age 43.

In 1839, the Ohio House of Representatives (where each county could vote its conscience) resolved that "Negro residents have no constitutional right to petition the legislature for any purpose whatever," especially the Ohio Free Soil Party's request (being denied) that the Black Laws of 1804 and subsequently be repealed.

A COLUMBUS DISPATCH column quoted Violet Turner as saying Gist was "honest . . . generous . . . thoughtful . . . virtue-loving . . . home-loving . . . religiously inclined . . . but stern."

No evidence exists to show his honesty, virtue-love, home-love, religious inclination or sternness.



Only his will attests to his generosity, though he did no more than any other dying man: leave the bulk of his estate to his relatives. Lesser parts went to charity (but that may already be explained by his abused childhood) or to slaves (though they personally were to get food, clothing, and shelter, nothing remotely resembling spendables.).





Be it Remembered one thousand eight hundred and six for said County Pursuant to the above deed and a certain deed for the wife of the said husband and the Statute directs, as that she is still living. In Testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal on this 17th day of March in the year eighteen hundred and sixty.

7.

# DEEDS AND MISDEEDS

Recorded March 20th 1860.

Know all men, that Chambers Baird & Judith A L Baird his wife of Brown County Ohio, in consideration of one dollar to them paid by Joseph Locust of the County aforesaid, the receipt whereof is hereby acknowledged, do hereby release quit claim & convey to the said Joseph Locust his heirs and assigns forever, the following Real Estate Situate in 20th Township Brown County Ohio, being part of Entries of 900, 317 & 200 acres made in the name of Cadwallader Wallace by Nos 9577, 9646, 9668 and is bounded as follows to wit: Beginning at a plain tree on the west side of County road in a line of Gebrait or Eliza Lane Johnson, thence S 45° 36 poles to a planted stone in a line of James Ellis, thence N 5° 30 poles to a planted stone in Carterman's line, thence west with Carterman's line 34 poles to a planted stone in said line, thence south 62 poles to the beginning, containing 10 acres better or more or less, & being part of Original Lot No 5 as let off & assigned to the Colonel Peoples together with all the privileges and appurtenances to the same belonging, to have and to hold, the same to the said Joseph Locust his heirs and assigns forever, In Witness whereof, the said Chambers Baird & Judith A L Baird his wife have hereunto set their hands and seals this 17th day of March in the year eighteen hundred and sixty.

Signed Sealed & acknowledged in presence of  
 Attest  
 A V Wylie  
 Notary Public in and for said County Pursuantly came Chambers Baird & Judith A L Baird his wife, the grantors in the above conveyance and acknowledged the signing & seal in the same to be their voluntary act and deed, for the uses and purposes therein mentioned, and the said Judith A L Baird wife of the said Chambers Baird being examined by me before and apart from her said husband and the contents of said deed being made known & explained to her by me, then declared that she did voluntarily sign seal & acknowledge the same, and that she is still satisfied therewith as her own act and deed for the uses and purposes therein mentioned, be testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal on the day and year last aforesaid.

Chambers Baird  
 Judith A L Baird

The State of Ohio Brown County ss.  
 Be it Remembered, that on this 17th day of March in the year of our Lord one thousand eight hundred and sixty, before me the subscriber a Notary Public in and for said County Pursuantly came Chambers Baird & Judith A L Baird his wife, the grantors in the above conveyance and acknowledged the signing & seal in the same to be their voluntary act and deed, for the uses and purposes therein mentioned, and the said Judith A L Baird wife of the said Chambers Baird being examined by me before and apart from her said husband and the contents of said deed being made known & explained to her by me, then declared that she did voluntarily sign seal & acknowledge the same, and that she is still satisfied therewith as her own act and deed for the uses and purposes therein mentioned, be testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal on the day and year last aforesaid.

Attest  
 J. H. Shaw Notary Public



Wilmington Quakers George Carter and David Bailey wrote to Wickham saying "there are between 15 and 20 persons that are in a very helpless situation by age and infirmity . . . much in need of assistance" in the Gist Settlements of Highland and Brown Counties. Bailey, formerly of Petersburg, Virginia, told Wickham that he feels "too far advanced in life to serve on the local trust fund."

In 1846, an Ohio judge ruled that: "Let a man be a Christian or infidel, let him be a Jew or Turk or Mohammedan, let him be sunk to the depths of degradation, he may be a witness in court if he is not black; the truth shall not be received from a black man when a white man is the party."

1847. With monies from Gist plantation sales exhausted, the Chancery Court in Richmond "liquidated" the trust, relieved Wickham of his agency, and left "the scant residue of trust monies with Quakers in Ohio," though it isn't clear whether this means Quaker Woodrow or Quakers such as David Bailey, "for Bailey had urged the trust to sell the bad-land Brown County settlements" and "buy elsewhere," taking up land more like the lands occupied by the Highland County settlement; if he had indeed been a true agent, he might have felt he had the required permission to sell and buy, but did not do so, perhaps because there was a financial limit to the risk the Quaker quarterly meeting at Wilmington was willing to go to relieve the despair of the Gist settlers.

The Gist trust is liquidated, out of money; nothing is left to pay for anything at the Ohio Gist settlements: not food, not clothing, not housing repairs, not funerals, and especially not taxes. William Wickham in Richmond has closed his office, sent the "scant residue of trust monies" to Woodrow, hoping against hope that the Gist settlers didn't find themselves evicted from lands they assumed would be theirs "forever and a day." But, he knew, counties have books to balance, and the balancing comes from taxes, and - - if no taxes come from the Gist trust - - then they must eventually come from the Gist settlers themselves.

1849. Rev. Emanuel Cumberland of the Shorter AME Chapel, Greenfield, wrote to Wickham saying that "Mr. Woodrow tells us he is no agent of ours," adding that "the old man is not fit to do business for himself, let along others." Cumberland speaks for relatives in both the Highland County settlement and the Upper Settlement in Brown County. Wickham's personal papers include the envelope of Cumberland's letter with the notation, "Not answered."

In 1850, fears multiplied because of a harsh federal Fugitive Slave Law.

In 1851, the Ohio General Assembly - - probably at descendants' urging - - passed a law that provided:

1. The Highland County Common Pleas Court gets "jurisdiction of the Gist trust funds,
2. Will receive reports from the trustees, and
3. Will appoint new trustees as necessary."

Brown and Highland County auditors found out why their tax bills for 1847, 1848 and 1849 had not been paid.



1850-51. Yet Wickham took the time to answer Quaker David Bailey, also John Winston Price, friend of all blacks in Highland County.

1851. Matthew Potter came before the Highland County Common Pleas Court representing himself and others from the Lower Gist Settlement in Brown County, alleging "plain violations of the Virginia court decrees," plus "excessive profits" by the Hillsboro agents." At the urging of the blacks' lawyer, Winston Price, from a white family as much committed to racial fairness as to the law itself, the court ordered the discharge of the trustees: Warner was dead, Lewis was living in Iowa, Woodrow was retired in Hillsboro. The court then named as trustee a name even more closely associated with the welfare of blacks than Price (after whose family Price's Town, Pricetown, is named); he was William D. Huggins, of the Sicily-Buford-Sardinia clan of Scotch-Presbyterians who had come to the Ohio country in 1805, from slave-state South Carolina, hating slavery with a passion.

Price's complainants were Mrs. Potter, first-named Elizabeth, six Andersons (Nelson, Senior and Junior, their wives Sally and Milly, plus William - - carrying on the name of Gist's son-in-law, William, husband of step-daughter Mary), three Pages (Walker, Rebecca and Matilda - - carrying on the name of Carter Page, William Wickham's father-in-law and successor to Matthew Toler as co-administrator of the Gist estates of Virginia), two Hurleys (Jack, Senior, and Robinson), two Lavisays (Benjamin and Maria), and two Prossers (Thomas and Minnie - - carrying on the name of the infamous leader of the Gabriel Prosser rebellion outside Richmond in 1800, bringing down most of the anti-free-Negro rules in the Virginia Assembly and tightening slave-security, preventing free passage of the Hanoverstown Gist slaves across the county line where the Prosser plantations stood).

Huggins gave a sizable bond (\$2,000), secured by his son, Milton, progenitor of the Huggins clan in northern Brown County.

*Pleas held at the Court House in McClelland  
for the County of Highland in the State of Ohio, before the  
Honorable James Hoane Judge of the Court of Common Pleas  
for the Second Sub-division of the fifth judicial district in  
said State, on the Twenty-first day of October in the year of  
our Lord One thousand eight hundred and fifty eleven.*

*In the matter of the last will of Samuel Gist late of Virginia  
deceased, and the trust funds provided by said will, for the ben-  
efit of the negroes emancipated by the said Samuel Gist in the  
State of Virginia and settled in Ohio; and the trustees thereof ap-  
pointed under the authority of the Court of Chancery of the State of  
Virginia. -*

*Be it remembered that at the term of March  
A.D. 1855 of said Court, to-wit March 7<sup>th</sup> came the said trustees in  
their Council, and filed in the Court aforesaid, a copy of the will  
aforesaid, of which said will is recorded in this Record Book commen-  
-cing on page 267, and also their account for execution and for  
final Settlement, which said account is as follows, to-wit:*



1855. Agent Joshua Woodrow in Hillsboro appeared before Justice of the Peace William Keys (a great friend of the blacks) to attest to an elaborate account of services rendered by him to the Brown County settlements; the Highland County settlement was apparently self-sufficient, thanks to good land and Quaker neighbors. Woodrow said they were paid for out of "trust fund entrusted to him" by William Wickham in Richmond.

Account. - Joshua Woodrow for himself, Enock Lewis and Levi Warner deposed  
 trustees appointed by William W. Wickham of Virginia, and appointed by  
 the Court of Chancery of Virginia at Richmond, to whom was  
 given certain funds, in trust for the benefit of the negroes (de-  
 = cipated by Samuel List, late of England) in the State of Virginia,  
 and who are settled in the State of Ohio, under and by virtue of  
 an act of the General Assembly of the State of Ohio, passed February  
 14<sup>th</sup> 1857, hereby render to the Court of Common Pleas of Highland  
 County in the State of Ohio, the following account of the uses and  
 purposes to which said trust funds have been applied, and the  
 disbursement thereof, crediting the estate of the said Samuel List  
 with the several amounts received by said trustees, and charging said  
 estate, with the amounts thereof disbursed to said negroes & to the  
 beneficiaries thereof to-wit: - 1831. May 29. To expenses of William  
 Warner and Lewis, to Negro Settlement in Brn. Co. 11.05 - To moving negroes  
 from Manchester to Brn. Co. ~~June 3~~ June 3 - To Mules 1.44 - To Boarding 1.03  
 June 5 - To 5 yds Flannel @ 50 = 1 Necktie 50 = 3.00 To 1/4 yds. Corn @ 12 1/2 = 15  
 " 10 - To Linen for old people 6.15 - 11<sup>th</sup> To Paid Isaac Cumberland for  
 boarding old people 4.00 - To 12 bush. Corn @ 37 1/2 = 4.50 - Expenses of  
 = now to Camp 75 - 14<sup>th</sup> To 10 1/2 yds Bro. Muslin @ 16 1/2 = 6.79 - To 5 1/2 yds. Sa.  
 @ 25 = 5.38 - To 1 yd. Shies 1.75 - " Times & Garters 75 - " Shirts 55 - " 12 lbs  
 Sugar @ 8 1/2 = 1.00 " Oven & Lid 1.38 " 8 yds. Green Linen @ 12 1/2 = 1.00 " 1 bush 15  
 Thread 50 - " 2 bowls @ 12 1/2 = 2 1/2 part 6 d @ 6 1/2 = 38 - " plates & cutlery 5; " 4 yds.  
 Flax Linen @ 20 = 80 " 11 yds. Low do @ 12 1/2 = 50 " 10 yds. Lin. Linen  
 @ 20 = 100 " 2 lbs. Sugar @ 8 1/2 = 1/4 lbs Tea 3 1/2 = 48 " 3 lbs. Sugar @ 8 1/2 = 25  
 " Paid Nelson for old man 50 - June 23 - To 1 yd. Domestic Flax 55.50 " 1  
 lbs Sugar @ 8 1/2 = 17.29 " Corn (Meal 25 - " 8 yds. Low Linen @ 12 1/2 = 100 July 4  
 1/2 30 lbs. Flour @ 15 = 15 - 6 lbs. Sugar @ 10 = 60 - 6<sup>th</sup> " 8 yds. Green Linen @ 12 1/2 = 100  
 Willow 1.25 - Times & Garters 75 - Shirts 25 - Berets 25 - Plates 18 1/2 per. 1.25 - 1.25  
 33 1/2 - 8 1/2 lbs. Flour @ 15 = 1/2 yd. Domestic Flax 12 1/2 = 26 - " 1/2 Barrel 12 1/2 - 30 lbs. Flour 15  
 45 - " 16 yds. Low Linen @ 12 1/2 = 2.00 " 10 lbs. Sugar @ 10 = 60. " 1 set Shirts 1.75  
 " 30 lbs. Flour @ 15 = 25. " 6 lbs. Sugar @ 10 = 60. " 1 set Shirts 50. " 1 set Flax 114  
 back 19. " 1 lb. Coffee 19. 1/2 lbs. Ginger 12 1/2 " Cotton goods 67 = 15 lbs. Bacon 2 lbs =  
 94 " 6 lbs. Salt @ 5 = 12 - July 15 - per E. Lewis - Cash 600 - 6 lbs. Flour 15. 1. 1/2 yd -

1600



[illegible]



[illegible]



October, Term N. D. 1857

609

1832 May 26 - 1 Yc 2.00. - 2 Large Hags @ 100 = 200. - Linen, Shos, Muelin 4. 13. 63.  
 1 in. High 50. - 27<sup>th</sup> pr. Stephen, Linen, Natl. Muelin 4. 7. 49. - pr. Charity, Linen  
 get back. Muelin, Linen 4. 8. 89. - pr. Nancy, 1 Yc, Muelin 4. 3. 90. - pr. Lucy  
 Linen and Muelin 4. 28. - pr. Esttha. Linen, Muelin 4. 3. 03. - pr. Stephen, 1 Yc  
 1 in. box 50. - 10<sup>th</sup> yds. tow. Linen @ 12<sup>th</sup> = 1.31. - 1 Seve 62<sup>th</sup> = 1.66. - 1<sup>st</sup> Stails 12<sup>th</sup>. - paid  
 Van Dyken for old Stephen 2.00. - 4<sup>th</sup> Sugar @ 7 = 25. - 1<sup>st</sup> Coffee 19. - paid Hamilton  
 for carrying chain 75. June 2 - Expenses Modrow & Lewis to Brown County 1.19.  
 paid for old people back 88. - Bacon 2.88. - 5<sup>th</sup> Old people in Brown County  
 Bacon. Linen, Salt & Flour cost. 115.11. - 600 lbs. Bacon @ 5 = 3.00. - 33 lbs. Bacon  
 @ 5 = 1.65. - 25 lbs. Sugar @ 8<sup>th</sup> = 2.09. - 5 yds. Linen @ 20 = 1.00. - Thread 6. - 4<sup>th</sup> Stails  
 @ 10 = 40. - pd. J. Adams 347 lbs. Bacon @ 5 = 17.35. - Bacon 4.00. - 606 lbs. Bacon @ 5 = 30.30  
 1 pr. stockings 38. - 1 Horse collar and Back band 2.00. - Large Hags 288. - Well 30. 37<sup>th</sup>  
 pd. Helen Anderson for hauling Corn 575. - Postage on Letter 25. - Pd. Jm. H. Vell.  
 20 lbs. Corn @ 25 = 5.00. - 1 yd. Muelin 10. - Pd. E. P. Bently 63. - postage on Letter 50. - pr.  
 Rebecca. Goods for dress 1.88. - 1<sup>st</sup> Salt 25. - 1 @ podell doe 25. - Tobacco 12<sup>th</sup>. - Cash. 4  
 37<sup>th</sup>. - pr. Stephen 3 yds Muelin @ 18<sup>th</sup> = 54. - 6 yds. Domestic paid @ 31<sup>th</sup> = 188. - Hdy 30  
 Salt 12<sup>th</sup>. - pr. Charity 1 Yc 2.00. - Stails 46 coffee 26. - Upper Settlement: 103<sup>th</sup> in.  
 Corn @ 25 = 25.88. - 5<sup>th</sup> do @ 25 = (Dwig) 12.75. - pr. Bang. Macey 27 lbs. Corn @ 25 = 6.75.  
 pd. Nathan Butler for spinning wheels 5.00. - Thread 12<sup>th</sup>. - pd. for cask in which amount  
 of Flour of 18<sup>th</sup>. 75. - pr. Stephen, Hdy 19. - postage on Letters 1.00. - pr. Stephen 3 lbs  
 Corn @ 25 = 3.00. - Tobacco 13. - Salt 50. - pd. E. Lewis for Corn 15.00. - Cash pd. for Corn  
 20.00. 6.75. - Postage on Letters 75. - pd. M. Bell for Corn, Butter & Milk 2.13.  
 Polly, 1 yd. Cheek 31. - Grace 4 lbs. Sugar @ 8<sup>th</sup> = 33. - 7 yds. Dom Plaids for 27 lbs 1.01  
 Kitting 19. - Hat 1.25. - Tobacco 13. - Wood Hat 88. - Mulberry 19. - 3 bowls @ 12<sup>th</sup> = 36.  
 Stick 18. - 11 Sticks @ 37<sup>th</sup> = 1.50. - 1 Bowl 17. - pd. Richard Barrett for Corn 7.30.  
 11. While gave to J. J. McDowell for land 418.50. - postage on Letter 25. - Sept. 17<sup>th</sup> 1.00.  
 Lewis. Acct. for Bacon. Corn. clothing &c. for bill of items see paper sent  
 N. 401.39. - 10 lbs. Sugar 83 = 83. - pr. Grace Spoons 6. - Tobacco 13. - Butter oil 55  
 Salt 15<sup>th</sup> lbs @ 20. 32. - Cash 13. - Cash old people in Br. Co. 137. - 1 bu. Salt 38. - Cash 75  
 Pine 6. - pr. Stephen 60<sup>th</sup> Bacon @ 6<sup>th</sup> = 3.79. - 5 lbs. Stails @ 10 = 50. - Coffee as 6.  
 34 lbs. Beef @ 2 = 75. - Roytha - 3 yds Domestic @ 10 = 30. - Oct. 29<sup>th</sup> Paid for  
 10. Expenses attending Sale Sandusky land 20.20. - Paid for Flour 10 lbs  
 10 lbs people 2.00. - 48 lbs. Flour @ 2 = 96. - 4<sup>th</sup> Coffee @ 18<sup>th</sup> = 37<sup>th</sup>. - 2<sup>th</sup> Stails in 20  
 1 - 300 Pled 63. - 105 lbs. Flour @ 2 pr Paul = 210. - Paid Cumberland 1.75. - Paid E.  
 Lewis Cash 13.75. - Furnished old people in Brown County with. Linen.  
 Shos. Bacon & Stock 19.75. - pr. Stephen 4 yds Muelin @ 10 = 40. - Paid Baillie  
 for work on Charity's House 6.00. - pr. Grace 2 lbs. Sugar @ 12<sup>th</sup> = 25. - Tobacco 13.  
 pr. Paul Cumberland. goods to amt. 6.25. - Dec. 31<sup>st</sup> paid E. Lewis for old 1.00.  
 3.90. - Paid M. Bell Note to Harney for Land 100.00. - tax on land for 1832 = 1.65.  
 Paid E. Lewis - Coffee Mill for Stephen 88. - 7<sup>th</sup> Sugar 38. - Paid tax on land for  
 1832 to Bell 2.13. Paid Amasa Batcers bill for shoe making = 20.94. - Paid  
 Phillips for Muelin 475. - Postage 25. - Provisions for old people 5.47. - 1833  
 1 Yc. pr. Stephen - Cloth & trimmings for pants - 350. - Paid tax on land  
 for 1832 - Br. Co. 5.20. - 111 lbs. Flour @ 2 = 2.22. - Paid recording Mortgage. 10  
 large 8<sup>th</sup> 1.50. - pr. Stephen. 2<sup>th</sup> Sugar @ 10 = 20. - 1<sup>st</sup> Salt 13. - 1<sup>st</sup> lbs 31. - Feb.  
 21. 100 Sugar & Camp hor. for Diete woman 50. - 1<sup>st</sup> Tobacco 19. - postage  
 on letters 75. - March 2 - pr. Lucy. @ podell doe & Tobacco 25. - 20<sup>th</sup> Paul 1.  
 1 Stairs Medical acct. - by order of M. M. Mischaw 59.06. - pr. 1<sup>st</sup> Yc  
 1 Yc. pr. 1.50. - 2 yds. Tow Linen @ 12<sup>th</sup> = 1.60. - Stails 31. - April 6<sup>th</sup> Pd. old people in  
 County. 1000 lbs. Bacon @ 6<sup>th</sup> = 62.50. - 212 lbs. Flour @ 2 = 4.24. - 42 lbs Sugar @ 2. 3.00  
 328 yds. Domestic @ 14 = 7.35. - 10<sup>th</sup> yds. Tow Linen @ 12<sup>th</sup> = 1.31. - 10 pr. Hags @ 25 = 2.50. -  
 pr. Shos 4. 1.75. - 5 do @ 150 = 15.00. - 1 bu. Salt 88. - pd. Jm. Harney for Corn 5.00.















in Brown County 43.42. - 1233 lbs. Pork @ 8 = 36.99. - pd. tax on land in High-  
 land County 10.29. - Molly Galt 25 lbs Flour @ 12 = 38. - 3 lbs. Sugar @ 10 =  
 30. - 2 lbs. Coffee @ 16 1/2 = 33. - Thread 6. - Shaco 150. - Opodeldoo 12 1/2. - 12 1/2 lbs.  
 Bacon @ 5 = 65. - March 16<sup>th</sup>. Molly Galt. Flannel 46. - Sugar & Coffee 30.  
 110 lbs. Corn @ 20.00. - 22.00. - April 6<sup>th</sup>. pd. J. P. Dill for goods, Bacon 7.00.  
 1<sup>st</sup> St. Herron for Coffee 5<sup>th</sup> Dec. for goods for Dickey 1.35. 12<sup>th</sup> paid for  
 for Salt 50. - Wm. Cumberland Shred 50. - Molly Galt. 13d trial 1.55.  
 Dickey 28 lbs. Flour @ 12 = 42. - Pd. Stretcher for hauling Corn 9. 13.00. - April  
 1<sup>st</sup> Salt for Dickey 13. - Molly Galt. 47 lbs. Flour @ 2 = 94. - Molty 25. - Chas. H.  
 Pariss Sugar 25. - Betsey Harris Sugar 25. - 1 pr. Shaco. Molly Galt 175  
 Helena Woodrow, Services - 100.00 = 406.48. - Int. from Oct. 9<sup>th</sup> 1843 to March  
 1<sup>st</sup> 1855 = \$278.41. Total \$: 684.89. - Oct. Cash pd. Herron for Corn 6.00.  
 Molly Galt 5 yds. Linsey @ 3 1/2 = 156. - 4 lbs. Sugar @ 10 = 40. - 35 lbs. Flour @ 2 =  
 70. - Socks 25. - 50 lbs. Flour @ 2 = 100. - 35 lbs. Pork @ 4 = 140. - 10 lbs. Salt 15. - 1 pr.  
 Shaco 1.62 1/2. - 1 pr. Socks 25. - 4 lbs. Sugar @ 10 = 40. - Nov. 4 yds. Flannel @  
 50 = 200. - Paid B. H. Johnson for Linsey 8. - 18.64. - Pd. J. P. Dill for  
 13.69. - Pd. Evans for goods 2.81. - 17 pr. Shaco @ 16 1/2 = 27.63. - 2 pr. Socks 20.00 =  
 40.00. - Molly Galt. 5 yds. Muslin @ 12 1/2 = 37 1/2. - 2 lbs. Coffee @ 12 1/2 = 25. - 35 lbs.  
 Pork @ 4 = 140. - Flannel 2.12 1/2. - Dec. Paid tax on land in Brown County  
 37.54.93. - 55 lbs. Corn @ 20 = 1100. - Paid Dill for Pork. Salt & Sugar 19.44.  
 Paid Cash to Herron for Provisions 18.00. - 11 lbs. Corn @ 20 = 22. - 1 pr. Shaco  
 1/4 yds. Shaco @ 50 = 32. - Hauling Pork. Salt & 4.00. - Jacob Holman. 3 yds.  
 Muslin @ 12 1/2 = 38. - 1844 - January - Molly Galt. 19 lbs. Flour @ 2 = 38. - 1 pr.  
 Paid tax on land in Highland County 10.39. - April 27. Hannah Brown  
 Shaco 1.50. - Rigby Cumberland 6 lbs. old 1/2 flour 57. - 30<sup>th</sup> Rigby 6 lbs. for Shaco  
 7.47 1/2. - May 7. Galico & Muslin for Galt & Dickey 3.20. - 16<sup>th</sup> goods for Beth.  
 Wainco 1.63. - 22<sup>nd</sup> 22 lbs. Flour @ 2 = 44. - 6 lbs. Sugar @ 8 1/2 = 50. - Paid Evans for  
 Bacon. 16.00. - 47.55. - 30<sup>th</sup> Dr. Johnson & Evans for Bacon 5.28. - Paid Shaco  
 for Hauling Corn 3.00. - Paid Herron, Lewis. acct. provisions 9. 18.72. - Flannel in  
 Co. Cumberland 30. - Jacob Cumberland 2 lbs. Sugar @ 10 = 20. - 1/4 lb. Tea 25. -  
 15 lbs. Corn @ 25. - 4.50. - 6 lbs. Corn @ 25 = 150. - Cash pd. Herron 5.00. - Molty. 10.  
 1.62 1/2. - Bacon 60. - June. Paid Cookman for Shaco. Upper Camp 14.13. - 52 lbs.  
 Corn @ 25 = 5.50. - Paid for hauling Corn 2.00. - Dickey Shaco 150. 14 lbs. Flour @ 2  
 28. - 10 lbs. Bacon @ 6 = 60. - St. Cumberland 5 yds. Flannel @ 37 1/2 = 188. - 31 1/2 lbs.  
 Flour @ 2 = 63. for Dickey. - Paid Stretcher 4 lbs. Corn @ 25 = 100. - Paid James 6.00  
 goods 23.45. - Molly Galt 20 lbs. Flour @ 2 = 80. - 3 lbs. Sugar @ 10 = 30. - 5 yds. Linsey  
 1.00. - 18 1/4. - 150. - 5 yds. Flannel @ 37 1/2 = 188. - 3 yds. Muslin. 31. - Jacob Holman  
 Cumberland 20. - Dr. Dickey, goods to amt. 3.44. - Nov. 21. - Pd. Diller 10 pr.  
 Shaco 13.75. - " J. P. Dill, goods 49.38. - 25<sup>th</sup> - 2 lbs. Salt @ 62 1/2 = 125. - 50 lbs.  
 Sugar @ 10 = 500. - Paid tax for the year 1844 in Brown County. 54.23. - Helena  
 Woodrow Services 100.00 = \$654.28. - Interest from 25<sup>th</sup> Nov 1844 to 1<sup>st</sup> March  
 1855 = \$357.27 Total = \$938.22. - Dec. 10<sup>th</sup> - 53 yds. Linsey @ 37 1/2 = 913. - 2 lbs.  
 Sugar @ 10 = 20. - 1084 lbs. Pork @ 3.00 = 32.52. - Hauling Pork to Canisps 100.  
 Helena Parson, Dress 4. 3.00. - Dickey 30 lbs. Flour @ 2 = 60. - 20 lbs. Bacon @ 3 =  
 1.00. - 5 1/4 yds. Linsey @ 37 1/2 = 197. - Blind Dick 1 pr. Shaco 1.50. - 1/4 lb. Tea 37.  
 3 lbs. Sugar 20. - Molly Galt. 39 lbs. Flour @ 2 = 78. - 18 lbs. Bacon @ 3 = 70.  
 3 lbs. Sugar 25. - Socks 31. - 1845. Feb. 1. - Betsey Wainco. 5 yds. Flannel @ 37  
 3.75. - Shaco 1.25. - 3 lbs. Sugar @ 6 1/2 = 19. - 27<sup>th</sup> Dickey Sugar & Salt 31. - Jacob  
 Johnson, 35 lbs. 1/2 Flour @ 2 = 70. - 13 lbs. Bacon @ 5.65. - Flour. Sugar. Coffee 5.00  
 1.75. - Dickey & Molly, goods to amt. 4.15. - April 21<sup>st</sup> Paid R. D. Dill for Bacon  
 10.61. - Paid H. Evans for goods. 38.94. - Pd. B. H. Johnson for do. 7.92. - " Evans 8.00  
 May Linsey @ 22 = 1.76. - Molly Galt 50 lbs. Flour @ 2 = 100. - 30 lbs. Bacon @ 3 = 1.50.







June 14. B. Cumberland, goods Willhen & Woodrow 75. - 23<sup>rd</sup> pr Dicey East Tenn.  
 July 31<sup>st</sup> Cash paid for provisions 41.30. - Aug. 17 - Goods at Willhen &  
 Woodrow 100. - Paid Molly East Cash 2.00. - Sept. 21. Willhen & Woodrow goods  
 140. - Aug. 28. Mt. for Griffin 2.50. - Oct. 3<sup>rd</sup> " St. J. Evans, goods for Molly 2.85  
 Willhen & Woodrow 75. - 10<sup>th</sup> " Do. " for goods 3.75. - 3 lbs. Sugar @ 10 = 30. - Paid tax  
 in Brown County for 1849-68.57. - Cash paid for clothing, provisions 81.34.00.  
 Nov. 12<sup>th</sup> Goods of Evans & Patterson 4.11. - Joshua Woodrow's Services 1 yr.  
 30.00 = \$ 248.34. - Int. from Nov. 12<sup>th</sup> 1849 to 1<sup>st</sup> March 1853 = 878.83 - Total  
 \$ 327.14. - Dec. 10<sup>th</sup> To Goods of Evans & Patterson 8.00. - Do. Do. 11.25. - 23<sup>rd</sup> " Do.  
 3.00. - 1850-26<sup>th</sup> pr Cumberland goods 80. - Feby. 25<sup>th</sup> Paid St. J. Evans  
 goods 3.27. - Do. Evans & Patterson 50. - March 1<sup>st</sup> Tax on Land in Highland Co.  
 177.15.93. - 14<sup>th</sup> 3 yds. Muslin @ 12 1/2 = 55. - June 20<sup>th</sup> Cash pd Provisions, all year  
 35.00. - 26<sup>th</sup> pr. 17<sup>th</sup> Cumberland 50. - Aug. 1<sup>st</sup> Paid old Molly 3.00. - Oct. 27<sup>th</sup>  
 Paid tax in Brown County 1850-75.91. - Cumberland Shoes 150. - Do. goods  
 300. - Joshua Woodrow's Services 50.00. - \$ 228.64. - Int. from 1<sup>st</sup> Nov. 1850 to  
 1<sup>st</sup> March 1855. - \$ 59.44. Total \$ 288.08. - 1857- April 10<sup>th</sup> Old freight 100  
 3.50. - Paid tax in Highland Co. 1857-16.80. - Goods pr. old man Cumberland  
 100.30. - May 22. - Goods pr. Molly East Sundries 1.75. - Sept. 16<sup>th</sup> Paid tax in  
 Brown County for 1857 95.46. - Joshua Woodrow's Services 1 year 50.00 = \$ 171.11  
 Int. from Sept. 16<sup>th</sup> 1857 to March 1858. 36.01. - Total = \$ 207.55. - 1857 Dec 1  
 Paid Lincy East, goods to amt 2.50. - 1852- Feby. 2<sup>nd</sup> Do. Do. 75. - 9<sup>th</sup> Tax in  
 Highland County 1857-19.56. - Oct. 18<sup>th</sup> Do. Do. in 1852 = 45.60. - Do. Do. 35.91  
 Feby. 36. - Int. from 18<sup>th</sup> Oct. 1852 to 1<sup>st</sup> March 1855 = 15.29. - Total \$ 122.45. -  
 1852 Dec. 12 - Paid Evans & Patterson for goods 4.35. - 1853- Aug. 8<sup>th</sup> To  
 tax in Highland County in 1852-21.01. - Goods pr. Lincy East 1.40. Nov. 11  
 Tax on Land year 1853-256.50. - Do. Highland County 1853. - 24.34. = \$ 307.60.  
 Int. from 18<sup>th</sup> Oct. 1852 to 1<sup>st</sup> March 55 = 23.82. Total = \$ 331.42. - 1854. Jan. 1<sup>st</sup>  
 Goods of Woodrow & Harris 6.74. - Dec. 14<sup>th</sup> Paid tax in Brown County year 1854.  
 178.66. - \$ 185.61. - Nov. 27<sup>th</sup> 9 yds. Lincey @ 30 = 2.70. - 6 yds. Muslin @ 10 = 60. - 1<sup>st</sup>  
 Dec. 12 1/2 = 32 yds. Evans @ 30 = 1.05. - 1 pr. Shoes 1.50. - 1 pr. Socks 3/4. - 2 lbs. Coffee @ 15  
 30. - 4 lbs. Sugar @ 7 = 28. - Goods to Ockerman for (Molly East 1855 Feby. 13<sup>th</sup>  
 1 pr. Shoes 1.25 for old Lincy - 9 yds. Calico @ 12 1/2 = 1.13. - 1 1/4 " Muslin @ 10 = 60. -  
 9.94. - See pages 40 & 41 for full statement. - Contra. - Br. 1831. June 3<sup>rd</sup> 1831  
 Certificate for U. S. 5 per Ct. Stock 3278.19. - 5 per Ct. interest on same 3 years  
 Nov. 573.68. - 6 pr. Ct. Int. on Do. - 20 years 3933.80. = 7785.67. Oct. 1832 in Fair  
 Bank & Mechanics Bank Philadelphia 1000.00. - 6 per Ct. interest on same 23 years  
 \$ 500.00 = 2405.00. - 1832. Aug. 6<sup>th</sup> Check on Farmers & Mechanics Bk. Phila.  
 Philada. 700.00. Int. on same 22 years 7 mos. 948.50 = \$ 1648.50. - Sept. 17<sup>th</sup>  
 H. H. V. J. Kirbys note for Sandusky Land \$ 500.00. - 6 per Ct. on same 22 years  
 5 1/2 months. 2021.25 = \$ 3521.25. - Oct. 29. Part first payment on Sandusky Land  
 600.00. 6 pr. Ct. int. on same 22 years 4 mos. 804.00 = 1404.00. - 1833. March 1<sup>st</sup>  
 Check on Farmers & Mechanics Bk. Philada. 1000.00. - 6 pr. Ct. int. on same 22 yrs.  
 1820.00 = 3320.00. - April 21. Cash H. H. V. J. Kirbys note Sandusky Land  
 1400.00. 6 pr. Ct. int. 21 years 10 mos. 183.40. = 323.40. - Oct. 4 Check on Farmers  
 & Mechanics Bank Philadelphia 800.00. - 6 pr. Ct. interest on same 21 years  
 5 mos. 1028.00 = \$ 1828.00. Total = \$ 21235.82. - See pages 40 & 41 for full  
 statement. - Statement of Forgiving acct. Br. - Page 11 - To bal. due on 1<sup>st</sup> letter  
 payment. 2931.81. - Do. 15<sup>th</sup> Do. Do. = 3966.84. - Do. 20. Do. Do. 1816.42. - Do. 25<sup>th</sup> 1<sup>st</sup>  
 Do. Do. 284.72. - 2<sup>nd</sup> Do. Do. 1091.23. - 3<sup>rd</sup> Do. Do. 596.91. - 4<sup>th</sup> Do. Do. 1230.09. -  
 Do. 25. - 1<sup>st</sup> Do. Do. 1021.87. - 2<sup>nd</sup> Do. Do. - 3426.66. - Do. 26. Do. Do. 678.70.  
 Do. 27<sup>th</sup> Do. Do. - 684.89. - Do. 29. - Do. Do. - 938.22. - Do. 31. Do. Do. - 854.10.  
 Do. 33. - Do. Do. 670.87. - Do. 34. - 1<sup>st</sup> Do. Do. 770.13. - 2<sup>nd</sup> Do. Do. 327.14.  
 Do. 35. - 1<sup>st</sup> Do. Do. 288.08. - 2<sup>nd</sup> Do. Do. 207.55. - 3<sup>rd</sup> Do. Do. 122.65. - Do.



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36-1<sup>st</sup> Do. Do. 331.42. - 2<sup>nd</sup> Do. Do. - 1856. - 3<sup>rd</sup> Do. Do. 9.94. - 4<sup>th</sup> Do. Do. 31.42.91  
 Cr. - 13, Total amount received at different periods as per reference  
 page 39. with addition of interest - \$2,235.82. - Bal. due Joshua Wood-  
 row - \$1200.09" The State of Ohio, Highland County, s.h. at the 6<sup>th</sup> day  
 of March A.D. 1855, personally appeared before me William Hays a  
 Justice of the Peace in and for said County, Joshua Woodrow and  
 who being duly apprised, on his solemn affirmation says that in  
 foregoing account, by him rendered of the disbursement of the trust  
 funds, entrusted to him, Levi Warner decd and Enock Lewis in trust  
 for the Negroes of Samuel Gist settled in Ohio, is just and true  
 and further saith not. Joshua Woodrow Sub. Affirmed to and  
 subscribed before me this 6<sup>th</sup> day of March A.D. 1855. Wm. Hays J.P.  
 And afterward took at the term of March A.D. 1855 of said Court, this  
 March 6<sup>th</sup>. "In the matter of the last will of Samuel Gist late of Vir-  
 land deceased, and the trust funds provided by said will in the bene-  
 fit of the Negroes emancipated by the said Samuel Gist, in the State  
 of Virginia settled in Ohio, and the Trustees thereof appointed under the  
 authority of the Court of Chancery of the State of Virginia -  
 Under and by virtue of the authority of this Court, directed therein by  
 a private act of the General Assembly of the State of Ohio entitled  
 an act for the relief of the Negroes resident in this State, emanat-  
 ing in the State of Virginia, by the last will and testament of  
 Samuel Gist late of England, passed February 11<sup>th</sup> 1857, a true copy  
 and transcript from the Records of the late General Court of Virginia  
 of the exemplification of the last will and testament of Samuel  
 Gist deceased, and the four codicils thereto annexed under the  
 hand of George Postling, Nathaniel Postling, and W. G. Russell  
 deputy registers of the Prerogative Court of the Arch Bishop of Can-  
 terbury in the Kingdom of Great Britain, and under the seal of the  
 said Court; together with the Certificate from under the hand  
 and Seal of Samuel Birch Lord Mayor of the City of London, thereto  
 annexed, was this day produced in Court, and ordered to be  
 recorded. And thereupon Joshua Woodrow, for himself, Enock  
 Lewis and Levi Warner deceased, Trustees, appointed by William  
 H. McKean of Virginia, a Trustee under the authority of the  
 last will of the said Samuel Gist deceased, for the execution of  
 the several trusts therein created in the State of Virginia and un-  
 der the authority of, and by the approval of the said Court of  
 Chancery of Virginia at Richmond, or the General Court of the  
 said State of Virginia; the same Court having jurisdiction of the mat-  
 ter of the said Gist's said will in Virginia, presented to the Court an  
 account of the uses and purposes, to which the trust funds as aforesaid  
 given to them, the said Joshua Woodrow, Enock Lewis and Levi War-  
 row, trustees for the benefit of the Negroes aforesaid, resident in this  
 State, and the disbursements that have been made of said funds  
 which account is ordered to be filed, and further, that the same  
 be continued until the next term in expelling thereof in which  
 in case may be interested therein, and that the Clerk of this Court  
 advertise the filing of said account in the same manner that  
 the Probate Judge is required to advertise the filing of the account  
 of Executors and Administrators filed in his Court for settlement.  
 And further, that the said Joshua Woodrow as trustee in interest  
 proceed at the next term to settle the same."



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acquired by the said private act of the General Assembly of the State of Ohio, passed February 14<sup>th</sup> 1857, aforesaid, to which bill the matter hereof is continued." And afterward testified on the 20<sup>th</sup> day of April A.D. 1857. Came Matthew Potter Vothars by their counsel and filed in the clerk's office of the court aforesaid, their bill of exceptions to the account filed by the Trustees aforesaid, which said bill of exceptions is as follows, to-wit:

"And now comes Matthew Potter, Elizabeth Potter, Jack Hamley Senior, Nelson Hamley, Thomas Prosser, Nelson Anderson, Sen. Sally Anderson, Nelson Anderson Junior, Milley Anderson, William Anderson, Leontina Anderson, Benjamin Sawyer, Maria Lavisia, Thomas Prosser, Mirrie Prosser, Walker Page, Rebecca Page, Ralph Burwell, Sarah Burwell, B. Baker, Thomas Baker, Edwin Page, Matilda Page, and other colored persons in Ohio beneficiaries under the last will of Samuel West late of London in England; and as to the accounts of Joshua Woodrow, for himself and Etrock Lewis, and Levi Warner dec<sup>d</sup> trustees of certain funds for the benefit of the above named beneficiaries and other colored persons, emancipated by the last will of said Samuel West; and persons, removed from Virginia and settled in Ohio, and which said accounts are filed in the Court of Common Pleas of Highland County Ohio, for final settlement in pursuance of said, the said persons, first herein named for themselves and others, protest against, and except to said accounts, in the whole, and in every part thereof, as showing the uses and purposes to which said funds have been lawfully and properly applied, in pursuance of the terms of said trust: They expect to set the same on the credit side of said accounts, crediting said trustees with amounts of money paid in taxes on lands or property, or for land, such payments being in plain violation of the trust created by the decree of the Chancery Court in Virginia, and of the conditions of the bonds of the said trustees. - They expect to set all the items on the credit side of said accounts, crediting said trustees with interest on the monies of the beneficiaries for years from the periods of disbursement, to the 1<sup>st</sup> of March 1855: Such charges against the beneficiaries are unjust, because charging them interest on their own money after disbursement, whereas the disbursements were made, in provisions, clothing, groceries, medicines and goods generally, and on these the profits charged against the beneficiaries were excessive: They expect to set and all the items, on the credit side of said accounts, crediting said agents and trustees with disbursements in money goods or property, where said entries of credit do not show on their face, to what persons said disbursements were made, and that said persons were proper objects of the trust: They expect to set and every item in the said account, crediting the said trustees with payments in goods property or money, when it does not appear that such payments were made to the true objects of the trust, that is, to such persons as were aged and infirm at the time, and unable to support themselves: They expect to the same in the account, crediting the trustees with the payment of goods to the beneficiaries instead of money, the trust contrary to the application of money, so that the peculiar wants of said aged and infirm person, unable to support themselves, might have been

Exceptions



Ministered to properly: They except to each and all the items in said account, crediting said trustees with the payment of clothing, groceries, provisions, medicines and goods generally, because such charges are exorbitant, and the profits extravagant on the articles disbursed were, such as the trustees, the peculiar friends of the blind, ought not to have permitted, nor to have participated in. They except to the items in the account of the trustees crediting them with payments of money or the property to white persons, persons other than the colored people, where such entries of credit do not show the object of the payments, and that the same accredit the terms of the trust. They except to all payments made to John Heron, as a sort of sub-agent of the trustees. If the court determine that the trustees could make disbursements of the trust fund in goods instead of money, and allow the profits charged on the goods shown to have been delivered to those entitled under the trust; then and in such case, the exceptors except to all the items on the credit side of said account, crediting said trustees or any of them with payments made to themselves, of money as a compensation, annual or otherwise for services rendered under the trust. They except to each and all the items, on the credit side of said account, crediting said trustees with disbursements of money, provisions, clothing, medicines, groceries or other goods, where such credits appear unconnected, with other or further statement of the application of such disbursements. They except to all the items of tobacco entered as credits in the account of the trustees. They except to the continually recurring entries in said account of credits for salt and oil, such quantities not being necessary to the aged and infirm, and if administered, well calculated to cause death, and, if administered it should have been bought by the wholesale. They except to each and all the items on the credit side of said account, for provisions, clothing, groceries, that they are therein charged at the highest retail value, whereas if the funds were permitted to be disbursed in that manner, they should have been bought at wholesale or by the quantity. They except to said account, as not being the original books or accounts with said negroes, containing Dr. and Cr. sides, they except to accounts filed by said trustees, because there are not the original entries, but made out and drawn up, just before filing. They except to the account as filed, because said account is sustained by no vouchers filed with them, nor by any evidence specifically directed to the several items of said accounts. "John Minister Price - Attorney for Beneficiaries." - And afterward, to wit on the 9<sup>th</sup> day of June A.D. 1855 - came Solomon Woodson & others in their counsel and filed in the Clerk's office of said court, their exceptions to the account filed by said trustees, which said exceptions are as follows to wit: - And now come Solomon Woodson, Henry Hudson and John Hudson Cord, Barn Parson, James Ellis, Joseph Eccard, Leonard Garland, Peter Hudson, Anthony Solar, Henry Hudson Jr. Richard Johnston, Francis Morden, Lydia David, Juda David, Richard Cumberland, William Ellis, Willy Gist, Easter Cumberland, Milly Foreman, Rebecca Hudson, Rachel Cumberland, Minnie Cumberland, David Anderson, Sarah Davis, William Cumberland, John Hudson Jr. Jacob Johnson, George Cumberland, James Parson, Abigail Parson, Rachel Parson &c. &c.

by exceptions  
of Solomon and

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Charlotte Davis, David Davis, Eliza Cumberland, Richard Henderson, John  
 Higinwarden, Richard Henderson, Sylvia Henderson, North East, Mass East,  
 Henry Wilson, Samuel Henderson, Maryiah Cumberland, and Benjamin  
 and others, Beneficiaries under the last will and testament of Samuel  
 Cist, late of London, England, and except to the accounts filed for  
 final settlement in the Court of Common Pleas of Highland County  
 Ohio, by Joshua Woodrow, for himself and Enoch Lewis and Levi  
 Warner as Trustees, under the last will of Samuel Cist, late of  
 London, England deceased, of certain funds placed in their hands  
 for the use of the above named beneficiaries and others named  
 persons, transmitted by said will and removed from the State  
 of Virginia to the State of Ohio, and for exception thereto Sam.  
 Cist. - That the interest account between the said trustees and the  
 said beneficiaries of the trust, is incorrectly and erroneously  
 stated, causing it to appear, that there is due from the said  
 beneficiaries to the said Trustees, more than twelve hundred  
 dollars, whereas in fact the trustees are indebted to the ben-  
 efcaries in the trust funds, in a considerable sum, upon their  
 own statement of account, the interest thereon being correctly  
 stated and computed. - 2<sup>nd</sup>. There appears on the files of the Court  
 in vouchers, or other evidence of money paid out and expended  
 by said trustees for said beneficiaries; or for goods furnished  
 to said beneficiaries. - 3<sup>rd</sup>. And for other errors and inaccuracies  
 in said account. By Mc Donnell & Kings, for Solomon Henderson, and the  
 other named Beneficiaries. - And afterward moved at the term  
 of June A.D. 1855, of said Court. - "For the matter of the last  
 will and testament of Samuel Cist, late of England deceased, and  
 the trust funds provided by said will for the benefit of the  
 Negroes emancipated by the said, Samuel Cist in the State of  
 Virginia and settled in Ohio, and the trustees thereof appointed  
 under the authority of the Court of Chancery of the State of Vir-  
 ginia. At the last term of this Court, Joshua Woodrow for him-  
 self, Enoch Lewis and Levi Warner deceased, trustees appoin-  
 ted by William F. Wickham of Virginia - a trustee under the  
 authority of the last will of the said Samuel Cist deceased, for  
 the execution of the several trusts therein created in the State of  
 Virginia, and under the authority of, and approval of the said  
 Court of Chancery of Virginia at Richmond, or the general Court  
 of the State of Virginia, under and by virtue of a Special act  
 of the Legislature of Ohio, named in this matter, in the entry  
 herein made at the last term, - filed in this Court a copy of  
 the last will and testament of the said Samuel Cist deceased  
 which was ordered to be recorded. - Thereupon the said Joshua  
 Woodrow, for himself, Enoch Lewis and Levi Warner deceased, gave  
 an account of the uses and purposes, to which the trust funds  
 given to, and in the hands of said trustees, for the use and pur-  
 poses set forth in said will have been filed; - And the parties  
 interested in said trust funds, having been duly notified, and  
 having excepted to said account, It is ordered that said account  
 and the exceptions thereto, be referred to Alfred S. Dicksey, as Special  
 Commissioner hereby appointed for that purpose to hear testi-  
 mony and to state an account, as required by law in the settlement  
 of an administrator, in order to ascertain



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the true state of said trust funds. That in stating said account he conform to the reasonable intention of the will of the said Samuel List deceased, and the act of the General Assembly of Ohio, conferring jurisdiction in this matter upon this court. That he report said account; and the facts upon which said account shall be made, to this court at the next term; and in making said account, that he follow, as to law and fact, the laws regulating this subject. That each of the parties may take testimony or depositions, either before said Commissioner, or any other proper authority, to be heard by him; and before taking said account the party moving for the same shall give at least ten days notice to the opposite party; and should the account not be stated by the next term, said Commissioner shall report this proceeding therein at the next term, to which time this cause is continued.

Commissioner

And thereupon there issued the following Commissioner's order: -  
 "Court of Common Pleas of Highland County, Ohio, June term, 1855. - Court of June 22nd. - In the matter of the last will and testament of Samuel List, late of England deceased, and the trust provided by said will, for the benefit of the negroes emancipated by the said Samuel List in the State of Virginia, and settled in Ohio, and the trustees thereof, appointed under the authority of the Court of Chancery of the State of Virginia. - At the last term of this court Joshua Woodrow, for himself, Brock Lewis and Levi Warner deceased, trustees appointed by William A. Tucker of the State of Virginia, a trustee under the authority of the last will of the said Samuel List deceased, for the execution of the trust therein created in the State of Virginia, and under the authority of, and by the approval of the said Court of Chancery of Virginia at Richmond, or the General Court of the State of Virginia under and by virtue of a special act of the Legislature of Ohio passed in this matter in the entry therein made at the last term, filed in this court a copy of the last will and testament of the said Samuel List deceased, which was ordered to be recorded."

Whereupon Joshua Woodrow, for himself, Brock Lewis and Levi Warner deceased, filed an account of the uses and purposes to which the trust funds given to, and in the hands of said trustees, the uses and purposes set forth in said will, have been put. And the parties interested in said trust funds, having been duly notified, and having excepted to said account; It is ordered that said account and the exceptions thereto be referred to Brock Lewis, as Special Commissioner hereby appointed just of the peace, to hear testimony and to state law account as required by law in the statement of accounts of Executors and administrators, in order to ascertain the true state of said trust funds. That in stating said account he conform to the reasonable intention of the will of the said Samuel List deceased, and the act of the General Assembly of Ohio, conferring jurisdiction in this matter upon this court. That he report said account, and the facts upon which said account is made, to this court at the next term, and that in making said account he follow as to law and fact, the laws regulating this subject. That each of the parties may take testimony or depositions, either before said Commissioner or any other







Trustees in the account filed, and the Statement of said funds in the paper marked A. has attached, and made a part of this report, (the same being a true Statement of said funds,) and of the voluminous testimony in the matter presented, consisting in part, of the great number of Depositions taken by both parties in the case; the will of Samuel West deceased; the receipts taken by the trustees for trust funds paid out by them in the discharge of their duty; the bond given by said trustees in the fulfilment of the trust; and the Collard of William S. West, who appointed said trustees, all of which is herewith returned to court; and other testimony, consisting of the original books, account of said Medcrou, in which he kept the accounts of the disbursements of said trust funds, and some statements of witnesses before the Commissioner, the writing down of which was waived by the parties. - The Commissioner has found the following facts in the case which he reports to the court. 1<sup>st</sup> That from the 1<sup>st</sup> of October 1831 including that day, to the 15<sup>th</sup> day of April A.D. 1835, said trustees received in cash, of said trust fund, \$9862.07. - 2<sup>nd</sup> That from the 23<sup>rd</sup> day of May, 1831 to the 3<sup>rd</sup> day of February 1855 said trustees disbursed for the uses and purposes of said trust fund, each year, in store goods, provisions, and other goods, money, &c. &c. in all the amt. of \$11695.30. This amount comprises the whole of their disbursements as such trustees. 3<sup>rd</sup> That said trustees upon receiving said trust funds, loaned the same out on interest, and have failed to show the amount of interest received by them. That afterward they used said fund in their own business, and have failed to show what profit they gained by such use. - 4<sup>th</sup> That said Medcrou had a store in which he bought for several years during said disbursements, and a farm, and that Lewis had a farm, and that large amounts of said disbursements, were made from said store and farm in store goods and provisions. - 5<sup>th</sup> That large amounts of said disbursements were made by said trustees in goods and provisions from other sources than said store and farm, procured by said trustees for said beneficiaries. - 6<sup>th</sup> That but a very small proportion of said disbursements, was in money to said beneficiaries. - 7<sup>th</sup> That it was the duty of said trustees to make said disbursements in goods and provisions, rather than in money, because of the circumstances with which said beneficiaries were surrounded. - 8<sup>th</sup> That said trustees performed a considerable amount of services in the discharge of said trust, in visiting said negroes from time to time, in ascertaining when and how they were entitled, as beneficiaries to relief, in providing for their welfare, and in making said disbursements, in that they faithfully discharged the trust, and their character as such is reasonable and just. - 9<sup>th</sup> That the goods and provisions, and every thing besides, furnished to said beneficiaries by said trustees, was furnished at a fair market price at Baltimore. 10<sup>th</sup> That it was the custom among the Merchants of Baltimore at the time said goods were furnished to said negroes, to sell goods on a credit of one year without interest. - 11<sup>th</sup> That the payment of the taxes for which the trustees have charged in their account, was within the scope of their duty, as said



trustees, besides they were instructed to do so, by Mr. J. M. McKim, who appointed them. - 12<sup>th</sup> That it was the duty of said trustees, to have so invested said trust fund as that it would have yielded, at least customary interest according to Law. - 13<sup>th</sup> That it was the custom of the country, at the time said trustees had said funds loaned out, to loan money at six per cent per annum, the interest payable annually, and this was legal. - 14<sup>th</sup> That all monies or property left with John Merriam or others, by said trustees, to be applied for the use of said beneficiaries, were properly applied under the trust. - 15<sup>th</sup> That all the items charged in said account except the items of interest, are correct, and within the trust obligations of said trustees, and are allowed as credits to said trustees. - The said Commissioner further signifies, that she has disallowed and overruled all of the exceptions of the said exceptors, filed against said account, except such of said exceptions as except to the mode, by which said trustees have computed the interest on said account, both on the debit and credit side thereof, and charged and credited the same; so far said exceptions are sustained as well taken, and the following rules and arrangements have been adopted as the basis, upon which the Commissioner has computed the interest upon said debit and credits, instead of the mode acted upon by said trustees, in their said account. - 1<sup>st</sup> The Trustees are charged interest, at the rate of six per cent per annum, on the trust fund in their hands, with annual payments, by the Commissioner, making, on the 23<sup>rd</sup> day of May, the end of the year, because the disbursements commenced on that day; no charge of interest, however, is made until six months after each sale or installment of the fund, is received by the trustees; that time is allowed time for investing the fund. - 2<sup>nd</sup> The disbursements are made annually, ending on the 23<sup>rd</sup> of May each year, for the reason given above, are Equated of the interest on each years disbursement is made by charging the interest at the rate of six per cent per annum on the disbursement for six months, and adding the same to it, which is treated as a credit to the trustees, and deducted from the sum of the principal and interest of the trust fund on hand at the end of the year. - 3<sup>rd</sup> If the interest of the trust fund is greater than the credit in that case, the credit is deducted from the interest alone, and the balance of interest if any is let stand until the end of the next year, when it is added to the interest of the fund of that year, and if less than the credit, the whole is added to the principal of the trust fund, and the credit deducted. 4<sup>th</sup> Where the credit amounts to more than the trust fund and interest on hand, one year interest is computed, on whatever balance of credit there may be, after the proper deduction, and added to it, which is added to the credit of the ensuing year, and the whole deducted from the trust fund and interest on hand for that year. - 5<sup>th</sup> As to this mode of computation and the charges of interest made, reference is made to the following authorities, which the Commissioner has seen, where the court held that a trustee is liable to pay interest on the trust fund in his hands, unless he can show it was



necessarily kept in his hands for the purposes of the trust. In the case in hand such necessity did not exist; so that a sum of money amounting was forth coming at the end of the year, to meet the disbursements, is all that was required. In *Dunsmuir v. Dunsmuir*, 1st John Chy. R. 570. It is held, that "it would be laying too heavy a burden upon Executors, to charge interest from that moment money is received," - and Court allows 6 months in that case to interest; and observe that six months was the time allowed in a civil case by the civil law, and the commissioners think it not unreasonable, to allow a like time in this case to interest. It is also held, in the last named case, that all trustees are chargeable with interest, if they have made use of the money, or have been negligent, in not investing it, or loaning it so as to render it productive. - On the case of *Sheffelin vs. Stewart*, same authority, page 653 the court held, that an executor who uses the trust property in his own business or trade, and refuses to give any account of the profits, is chargeable with interest upon annual, half, and other great number of authorities to sustain the position, some of which give half yearly rests. The court in this case takes the distinction between a case where the fund is suffered to be idle and where it is used by the trustee in his business. - In the former case the trustee is chargeable with interest without rests, in the latter, he is chargeable with interest on rests; - and there are two reasons assigned for it, one is, that the beneficiary is in equity entitled to all the profit arising from the fund, and where the trustee refuses to account for the profits, in case the executor in the law presumes he made at least the interest computed on rests, or the interest payable annually, and adopts rest for the purpose of giving the profits, in the absence of other proof. The other is, to avoid all temptation as much as possible to the world to look after the affairs of trustees, to prevent its being an office of profit and corruption. - It however, by no means follows, that because rests are made, that compound interest is computed. Compound interest is not computed in this report, although rests are made. In no instance is interest computed upon interest; but the annual interest is absorbed by the credit for most of the year but where the credit is not large enough to do this, the credit is deducted from the interest, and the residue is not added to the principal, until the credit is larger than the interest. When the joint reference is made to the case of *Stoughton vs. Vane*, 3rd John Chy. R. 213. where the court say, - "the correct mode of crediting principal between debtor and creditor, is to carry them in the year to the extinguishment of the interest due; and it is a reasonable and constitutional demonstration, that if credits be not so applied, but the principal of the debt is left to continue upon interest, and interest is computed upon the payments as they are successively made, a debt, will in the course of a few years be wholly extinguished by payments of interest, without paying a cent of principal." The rule laid down in this case is the law of Ohio, the authorities are numerous in support of the rule adopted in computing the interest in this report, in relation to cases of a similar kind and based upon like facts. - I therefore report that the terms of this account



October, term A.D. 1857

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putation of interest; that computation is erroneous and rejected.  
That I have made a statement of said account, charging said trust  
with the funds by them received as shown by the paper in-  
closed (N) hereto attached, which was furnished to me by John B. ...  
who acted as agent for said trustees in this investigation with in-  
usual interest except six months allowed to invest, and crediting them  
with each years investment, and six months interest thereon, com-  
mencing on the 23<sup>rd</sup> day of May A.D. 1831. because the first charge  
is on that day, and ending that year on the 23<sup>rd</sup> day of May 1832.  
and so each succeeding year of the account is from May 1<sup>st</sup> 1831  
of the next year, the amount of each years disbursement, being  
obtained, by making a new addition of the items of said account  
so as to include all, disbursed within the year from May 1<sup>st</sup> 1831  
and I report the result of said statement of said account, and  
the computation of the interest I have made, to be, that said  
trustees have still in their hands of said trust fund, undistin-  
guished, including interest up to the 17<sup>th</sup> day of March A.D. 1857, the  
sum of \$2032.54 cents, all of which will more fully and at large  
appear from the following statement of said account and the  
computation of interest thereon, given in detail, and hereto attached  
and made a part of this report. - Alfred S. Dickrey, Special Commis-  
sioner. - There has come to my notice a tax receipt for \$189.30,  
which is marked H and Macwitt filed, and allowed as an addi-  
tional credit to said trustees, and which reduces the amount  
of their debit to \$1893.24. - Alfred S. Dickrey, Special Commissioner.  
The following is a statement of the trust fund above referred to,  
with the interest computed upon annual rests, together with  
the annual disbursements thereof and interest thereon, giving  
showing the debit and credit of the trustees. Dr. to Christian  
N. H. B.R. Philada. rec<sup>d</sup> Oct. 1<sup>st</sup> 1831 - \$1000.00 - Cr. to same to May 23<sup>rd</sup>  
1832 less six mos. allowed to invest 8.34 = 1008.34. - Cr. By first disburse-  
ment in goods & money, along through the year from May 23<sup>rd</sup> 31<sup>st</sup>  
May 23<sup>rd</sup> 32 = 1239.04 - Cr. By int. (Equation) 37.17 = 1276.21 - Trust fund  
deducted - 1008.34 = Cr. By balance May 23<sup>rd</sup> 1832 = 267.87 - Cr. to same to  
July 1<sup>st</sup> 32 added - 2.23<sup>rd</sup> sum \$270.10. - Dr. to int. on \$3276.19, five per  
cent stock, one year to July 1<sup>st</sup> 32 = 163.90 - Cr. By balance \$106.90. Cr. to  
1<sup>st</sup> Aug. 6<sup>th</sup> 32 added - .53 = \$106.73 - Dr. to Chas. N. H. B.R. Philada. rec<sup>d</sup>  
Aug. 6<sup>th</sup> 32 - \$700.00 - Cr. deducted Aug. 6<sup>th</sup> 32 \$106.73. - Bal. Aug. 6<sup>th</sup> 32 =  
\$593.27. - Cr. to May 23<sup>rd</sup> 33, less six mos. allowed to invest - 10.37 - Cr.  
to part of 1<sup>st</sup> payment on Sandusky land Oct. 29<sup>th</sup> 32 = \$600.00 - Cr. to  
May 23<sup>rd</sup> 33, less six mos. - 200 - sum \$1215.64. Dr. Chas. N. H. B.R. Philada.  
rec<sup>d</sup> March 1<sup>st</sup> 33 - \$1000.00 - Dr. Cash, bal. on Sandusky land April 21<sup>st</sup> 33  
\$1400.00 - whole amt. on hand May 23<sup>rd</sup> 33 = \$2345.64. Cr. By 2<sup>nd</sup> disburse-  
ment goods & money, through the year May 23<sup>rd</sup> 1833 = \$1720.04. Cr. on same  
By months (equation) \$57.60 - Amt. deducted from debit - 1771.64 - Cr. to bal.  
May 23<sup>rd</sup> 1833 - \$574.00 - Dr. to Cr. to May 23<sup>rd</sup> 1834 \$34.41 - " one year  
interest on said 5 per cent stock, rec<sup>d</sup> July 1<sup>st</sup> 1833 = 163.90. " Cr. on same  
to May 23<sup>rd</sup> 34 - less six mos. to invest - 4.37 " " Cr. on Kirby note, rec<sup>d</sup>  
Sept. 17<sup>th</sup> 1833 = 90.00 " " Cr. on same, less six mos. to invest - 1.84. " " Cr. to  
at H. B.R. Philada. - Rec<sup>d</sup> Oct. 4<sup>th</sup> 1833 - \$800.00 - Cr. to May 23<sup>rd</sup> 1834  
less six mos. - 6.66 - Cr. on hand May 23<sup>rd</sup> 1834 - \$1675.18 - Cr. By 3<sup>rd</sup> disbursement  
goods & money, through the year to May 23<sup>rd</sup> 34 - \$209.10. Cr. to same to May 23<sup>rd</sup> 34



Dr. to Int. to May 23<sup>rd</sup> 1835 = 50.50. - " " Int. on 5 per ct. block 1<sup>st</sup> July 1<sup>st</sup> 1835  
 \$163.90. " " Int. to May 23<sup>rd</sup> 1835 less div. pr. 11.37. - Cr. on Kirby's note, 1<sup>st</sup> July 1<sup>st</sup> 1835  
 17<sup>th</sup> 1835-90.00. " " Int. on same to May 23<sup>rd</sup> 1835. Div. pr. less 1.88. " " Int. on bond  
 May 23<sup>rd</sup> 1835 = \$1152.42. - Cr. By 11<sup>th</sup> disbursement goods and money through the year  
 the year to May 23<sup>rd</sup> 1835 = \$625.59. " " Int. div. pr. (Equation) 18.70. Cr. dividend  
 \$6112.29. Dr. to bal. trust fund May 23<sup>rd</sup> 1835 = \$576.13. - " " Int. to May 23<sup>rd</sup>  
 1836. - 20.60. " " 6 mos. int. on 5 per ct. block 18.94. - " " Int. to May 23<sup>rd</sup>  
 1836. - less div. pr. to invest 4.37. - " " Cash for 5 per ct. block 1<sup>st</sup> July 1<sup>st</sup> 1836  
 1835 = \$3278.19. - Int. to May 23<sup>rd</sup> 1836. Div. pr. less to invest \$145.00. " " Int.  
 - capital & interest on Kirby's note - Rec<sup>d</sup> Sept. 15<sup>th</sup> 1835 = \$1596.00. - Int. to May 23<sup>rd</sup>  
 1836. less div. pr. allowed to invest - 17.88. - Trust fund on hand, Jan. 1<sup>st</sup> 1836  
 1836. \$5655.15. - Cr. By 5<sup>th</sup> disbursement goods & \$378.44. - " " Int. div. pr.  
 (Equation) 8.36. - Cr. deducted \$283.80. Dr. to bal. trust fund May 23<sup>rd</sup> 1836  
 \$5371.35. Dr. to Int. May 23<sup>rd</sup> 1837. \$322.25. Trust fund May 23<sup>rd</sup> 1837  
 \$5693.63. - Cr. By 6<sup>th</sup> disbursement goods and money through the year to  
 May 23<sup>rd</sup> 1837 = \$966.14. - " " Int. div. pr. (Equation) \$28.95. - Cr. dividend \$145.  
 Dr. to bal. trust fund May 23<sup>rd</sup> 1837 = \$4699.50. - " " Int. to May 23<sup>rd</sup> 1838  
 \$281.97. - Cr. By 7<sup>th</sup> disbursement goods & money through the year to May 23<sup>rd</sup>  
 1838 = \$371.61. - Int. div. pr. (Equation) 11.14. - Cr. deducted \$350.47. Dr. to bal.  
 May 23<sup>rd</sup> 1838 = \$4578.74. - Int. to May 23<sup>rd</sup> 1839 = \$578.92. - Int. to May 23<sup>rd</sup>  
 May 23<sup>rd</sup> 1839 = \$4574.66. - Cr. By 8<sup>th</sup> disbursement goods & money through the year to  
 23<sup>rd</sup> 1839 = \$311.92. - " " Int. div. pr. (Equation) 9.34. - Cr. dividend \$222.58.  
 Dr. to bal. trust fund May 23<sup>rd</sup> 1839 = \$4553.37. - Int. to May 23<sup>rd</sup> 1840 added  
 \$273.20. - Int. \$4826.57. - Cr. By 9<sup>th</sup> disbursement through the year to  
 May to May 23<sup>rd</sup> 1840 = \$404.60. - Cr. by Int. div. pr. \$12.13. - Cr. deducted \$411.  
 Dr. to bal. May 23<sup>rd</sup> 1840 = \$4409.86. - Int. to May 23<sup>rd</sup> 1841 = \$661.22. - Int. to  
 fund May 23<sup>rd</sup> 1841 = \$41674.44. - Cr. By 10<sup>th</sup> disbursement through the year to  
 10 May 23<sup>rd</sup> 1841 = \$225.39. - " " Int. div. pr. (Equation) 24.70. - Cr. dividend  
 \$299.65. - Dr. to bal. trust fund May 23<sup>rd</sup> 1841 = \$3824.29. - Dr. to Int. to May  
 23<sup>rd</sup> 1842 = \$229.45. - Int. fund May 23<sup>rd</sup> 1842 = \$4052.74. - Cr. by 11<sup>th</sup> disbursement  
 = Int. through the year to May 23<sup>rd</sup> 1842 = \$267.76. - " " Int. div. pr. (Equation)  
 8.09. - Cr. deducted \$277.85. - Dr. to bal. May 23<sup>rd</sup> 1843 = \$3775.27. - Int. to  
 May 23<sup>rd</sup> 1843 = \$226.55. - Int. fund May 23<sup>rd</sup> 1843 = \$4002.44. - Cr. by 12<sup>th</sup> disbursement  
 = Int. through the year to May 23<sup>rd</sup> 1843 = \$330.37. - Int. div. pr. 7.91. - Cr. deducted  
 \$340.22. - Dr. to Int. trust fund \$3662.16. - Dr. to Int. to May 23<sup>rd</sup> 1844  
 \$219.73. - Int. fund May 23<sup>rd</sup> 1844 = \$3881.89. - Cr. by 13<sup>th</sup> disbursement  
 through the year to May 23<sup>rd</sup> 1844 = \$397.89. - " " Int. div. pr. - 11.95. - Cr. dividend  
 = \$4109.87. - Dr. to Int. fund May 23<sup>rd</sup> 1844 = \$3472.02. - " " Int. to May 23<sup>rd</sup>  
 1845 = \$208.32. - Int. May 23<sup>rd</sup> 1845 = \$3680.34. - Cr. by 14<sup>th</sup> disbursement through  
 the year to May 23<sup>rd</sup> 1845 = \$525.25. - Int. 6 mos. (Equation) 15.75. - Cr. deducted \$  
 571.00. - Dr. to bal. May 23<sup>rd</sup> 1845 = \$3139.34. - " " Int. to May 23<sup>rd</sup> 1846 = \$188.50.  
 Int. fund May 23<sup>rd</sup> 1846 = \$3327.70. - Cr. By 15<sup>th</sup> disbursement through the year to  
 year to May 23<sup>rd</sup> 1846 = \$481.49. - " " Int. 6 mos. (Eq.) 14.44. - Cr. dividend \$3.10.  
 Dr. to bal. May 23<sup>rd</sup> 1846 = \$2831.77. - " " Int. to May 23<sup>rd</sup> 1847 = \$109.90. - Int. to  
 23<sup>rd</sup> 1847 = \$3008.67. - Cr. By 16<sup>th</sup> disbursement through the year to May 23<sup>rd</sup>  
 1847 = \$412.85. - " " Int. 6 mos. (Eq.) 12.38. - Cr. deducted \$425.23. - Cr. dividend  
 23<sup>rd</sup> 1847 = \$2576.44. - " " Int. to May 23<sup>rd</sup> 1848 = \$152.78. - Int. fund in  
 disbursement - Cr. By 17<sup>th</sup> disbursement through the year to May 23<sup>rd</sup> 1848  
 \$66.01. - Div. pr. Oct. 1848 = \$67.94. - Cr. unpaid \$86.79. - Int. to May 23<sup>rd</sup> 1848  
 \$154.78. - bal. int. May 23<sup>rd</sup> 1848 = \$6.78 = Int. trust fund May 23<sup>rd</sup> 1848 = \$254.  
 Cr. By 18<sup>th</sup> disbursement through the year to May 23<sup>rd</sup> 1848 = \$241.00. - Int.  
 6 mos. (Equation) 12.00. - Cr. dividend \$11.00. - Int. to May 23<sup>rd</sup> 1849 = \$11.00.



disbursement, goods &c. through the year, to May 23<sup>d</sup> 1850 - \$247.88. Int. by  
 Treas. (1/2) 7.43 - Cr. deducted \$255.31 - Dr. to bal. 23<sup>d</sup> May 1850 - \$247.88 - Dr.  
 to May 23<sup>d</sup> 1851 - \$154.75 - Int. to May 23<sup>d</sup> 1851 - \$2380.50 - Cr. 13.20 - disburse-  
 ment, to May 23<sup>d</sup> 1851 - \$216.99. Int. 6 mo. (Equation) 6.50 - Cr. deducted \$  
 223.49 - Dr. to bal. May 23<sup>d</sup> 1851 - \$215.07 - Int. to May 23<sup>d</sup> 1852 - \$134.42  
 Int. May 23<sup>d</sup> 1852 - \$2286.49 - Cr. 13.20 - disbursement, to May 23<sup>d</sup> 1852 - \$  
 232.42. Int. 6 mo. (Equation) 7.58 - Cr. deducted \$260.40. Dr. to bal. May 23<sup>d</sup>  
 1852 - \$2026.07 - Int. to May 23<sup>d</sup> 1853 - \$121.56. Int. fund May 23<sup>d</sup> 1853 - \$  
 2117.65 - Cr. by 22<sup>d</sup> disbursement to May 23<sup>d</sup> 1853 - \$307.66 - Int. by 22<sup>d</sup>  
 (Equation) 9.23 - Cr. deducted \$316.83 - Dr. to bal. May 23<sup>d</sup> 1853 - \$1830.82 - Dr.  
 to May 23<sup>d</sup> 1854 - \$109.85 - Int. to May 23<sup>d</sup> 1854 - \$1940.67 - Cr. by 23<sup>d</sup> disbur-  
 ment to May 23<sup>d</sup> 1854 - \$192.55 - Int. 6 mo. (Equation) 5.77 - Cr. deducted \$197.32  
 Dr. to bal. May 23<sup>d</sup> 1854 - \$1742.35 - Int. to May 23<sup>d</sup> 1855 - (more than next  
 disbursement) \$104.54 - Cr. by 24<sup>th</sup> disbursement, to May 23<sup>d</sup> 1855 - \$300.1  
 Int. int. .09 - Cr. deducted \$309. Dr. to bal. int. \$101.45 - Dr. to Int. exp. 1742.22  
 June, May 23<sup>d</sup> 1855 - to March 17<sup>th</sup> 1857 - \$188.77 - Dr. to amt. trust fund  
 at hand March 17<sup>th</sup> 1857 - \$2032.54 - Alfred S. Dickey - Commissioner  
 Cr. by taxes paid on land as per receipt marked (C) and received  
 \$139.30 - Total of Trust fund March 17<sup>th</sup> 1857 - \$1893.24  
 It is further reported by said Commissioner that said trustees  
 pay the costs, and all proper expenses of this proceeding, out of  
 said trust fund, in their hands undistributed, which so far as  
 the said costs have come to the knowledge of the Commissioner  
 are, are taxed as follows - Depositions taken before D. H. Vander-  
 Schuer - Notaries fee (paid by Matthew Potter) \$350 - Geo. B. Bailew  
 witness fee .50 - C. Snedden " " - taxed by Notary .50 - B. Mason " .50  
 H. Potter .50 - Thos. Prosser .50 - St. Anderson .50 - Mrs. Anderson .50 - Geo.  
 H. Thompson .50 - Ralph Beem .50 - Joseph H. Wells .50 - Geo. H. Mason .50  
 David D. Eoy .50 - Notaries fees, again paid by Matthew Potter \$2.75 -  
 Depositions, taken before the Master Commissioner - Sheriff J. H.  
 McCleary's fees 100 - Joshua Woodrow Jr. witness fee 75 - Justice Esen  
 75 - James Dill 75 - Saml E. Wilken 75 - John Barry 75 - Mr. Woodrow  
 75 - Matthew Waddel Esq. for use of his office 3 days \$500 - The last  
 of a large number of the depositions, taken by trustees are not  
 layed in the depositions, therefore I can not tax it here. I would  
 suggest said costs be furnished the clerk, that he may lay them,  
 together with such other proper expenses, including attorney fees  
 the terms of which may be made out and furnished to said  
 clerk of Highland Common Pleas. Alfred S. Dickey, Commissioner.  
 Exhibit marked "A" - referred to in foregoing report.  
 "Gifts estate in acct. with Woodrow W. Esq. 1831. Int. 1<sup>st</sup> Jan.  
 1832. \$163.88. Aug. 6<sup>th</sup> Check F. J. M. Bank Phila. \$700.00 - Oct. 3<sup>rd</sup> Cash  
 11. 9<sup>th</sup> Wily \$700.00 - 1833 - March 1<sup>st</sup> Check "F. J. M. Bank Phila.  
 \$1100.00 - April 21<sup>st</sup> Cash. M. J. W. Wily on hand \$1400.00 - July 1<sup>st</sup>  
 Int. on 5 per cent stock \$163.88 - Sept. 17 - Int. on Wily note \$900.00  
 Oct. 4 - Check F. J. M. Bank Phila. \$700.00 - 1834 - July 1<sup>st</sup> Int. on  
 5 per cent stock \$163.88. Sept. 17 - Int. on Wily note \$900.00 - 1835 - Jan.  
 1<sup>st</sup> Int. on 5 per cent stock \$81.94 - March 1<sup>st</sup> Cash 3 per  
 cent stock \$3278.19 - Sept. 15 - Principal & Int. on Wily's note \$1590.00  
 And afterward heret at the March term 1857 of said Court -  
 "In the matter of the last will and testament of Samuel D. Esq.  
 late of England deceased, and the trust funds provided by said will

C. Smith, Jr.

information



for the benefit of the negroes emancipated by the said Samuel Cist in the State of Virginia, and who are now settled in the State of Ohio, and the Trustees of said funds in Ohio appointed by William H. Wickham, under and by virtue of the authority of the Court of Chancery, of the State of Virginia, at Richmond.

This day the report of Alfred S. Dietrich, Esq. a Special Commissioner heretofore appointed, and to whom the account was referred of Joshua Meddow, for himself, Brook Lewis and Levi Thomas also Trustees appointed by said Wickham under the authority of said Court of Chancery of Virginia, heretofore filed for settlement in this court, by virtue, and in pursuance of a Special act of the Legislature of Ohio, entitled an act for the relief of the persons who were emancipated in the State of Virginia, by the last will and testament of Samuel Cist late of England deceased, passed February 14<sup>th</sup> 1857, and the exceptions filed thereto by Nathaniel Potter and others, and by Solomon Weidman and others, claiming to be beneficiaries of said trust funds, were referred to the testimony, and to state an account, as required by law in the State of Ohio, to ascertain the true state of said trust funds, having been filed in this court at the present term, and no exceptions having been taken thereto, came on to be heard, on motion to receive said report. — The report of said Commissioner having been carefully examined, and reviewed by the court, and being found in all respects regular and legal, the court, on full consideration thereof, do ratify, approve and confirm said report of said Special Commissioner. — After a full and elaborate investigation of said account and vouchers of said trustees and the exceptions filed thereto, and hearing and taking a large amount of testimony, the said Commissioner reports in his said report, that there is in the hands of said trustees for the use of the negroes emancipated in Virginia by the last will, of the said Samuel Cist deceased, settled in Ohio, to be paid to them according to the provisions of said last will, on the decree of said Court of Chancery of the State of Virginia the sum of Eighteen hundred and ninety-three dollars and twenty-four cents. — The Court do therefore find that there is in the hands of said trustees, for the use aforesaid, the sum of Eighteen hundred and ninety-three dollars and twenty-four cents. The Court further order, in pursuance of the recommendation and suggestion of said report, that all the costs herein expressed be paid out of said trust funds, by said trustees, and that they file with the Clerk of this Court the vouchers therefor, and in paying said costs, the Clerk pay the costs named and stated in said report, the costs of the said trustees deposited in Ohio in Illinois and Iowa, not stated in said report, but stated in the account of Benjamin Harris for the same, filed in this court as a voucher, and shown to his honor, and add thereto the sum of One hundred and thirty-seven dollars and thirty cents, also the cost of the copy of said Cist's will, and the sworn statement of Noble Barry, filed herein, also the Special Commissioner's fee for his services in this cause, the sum of One hundred and fifty dollars. And in further



- duance of the recommendation of said report, the Court find  
 no reasonable charges and expenses, which ought to be paid out  
 of said trust funds in the hands of said trustees, and which is  
 hereby ordered to be paid out of said funds by said trustees to  
 said counsel fees for services in and about the making and  
 adjusting and settling said account to wit: - that three hundred  
 and paid to Barre Smith, attorney for said trustees, in full  
 satisfaction for their said services, the sum of three hundred  
 dollars. - That there be allowed and paid to John W. Hinton  
 Price, attorney for Matthew Potter and others, for whom he  
 filed exceptions to said account, the sum of one hundred  
 and fifty dollars, and that there be allowed and paid to  
 David C. Whaley, attorney for Solomon Wadsworth and others, in  
 whom they filed exceptions to said account, the sum of  
 one hundred and fifty dollars. - It is further ordered, that  
 in the taxation of the costs herein, the Clerk pay his fees  
 according said will of Samuel East deceased in the same  
 of this court, and all subsequent costs, that have been made  
 in relation thereto in his office. - It is further ordered and  
 adjudged, that the costs and expenses aforesaid be paid  
 out of the said trust funds, now in the hands of said trust-  
 ees, and that they file in office of this court, proper  
 vouchers therefor, and that the residue thereof be held, by  
 said trustees, subject to the further order of this court, and  
 to be by them paid over to such trustee, or trustees, as may  
 hereafter be appointed to receive and disburse the same  
 under the provisions of the said last will of Samuel East  
 deceased, and the said Special act of the Legislature of  
 Ohio, passed February 14<sup>th</sup> N. D. 1857, aforesaid. - And the Court  
 being satisfied, that Levi Warner is dead; that Quaker  
 is a resident of the State of Iowa, and that Joshua Wad-  
 sworth is a very aged and infirm man, totally unfit for the  
 transaction of business; and the account of said trustees  
 of said trust funds being hereby fully settled and ad-  
 justed, and the balance aforesaid being found in their hands,  
 the Court hereby discharge said trustees, from the further  
 execution of said trust, and order, that they, upon the  
 payment of the sum so found in their hands as aforesaid,  
 and in manner aforesaid, be fully discharged from  
 all responsibility for, or on account of said trust funds.  
 And for the purpose of carrying out the powers of this  
 court in the control of said fund, by virtue of the Special  
 act of the Legislature, and to appoint a trustee or trustees  
 to execute and administer said trust funds, as required  
 by the said Samuel East's said last will, the order of  
 said Court, of Chancery of Virginia, and said Special act  
 of the Legislature of Ohio, passed February 14<sup>th</sup> 1857, aforesaid,  
 in the matter hereof, is continued until the next term of  
 this court. - And now at this day, to wit: the day and year  
 first herein aforesaid, - "In the matter of the accounts and  
 vouchers, of Joshua Wadsworth and for himself, Ebenezer and  
 Levi Warner deceased, trustees for the management and dis-  
 bursement of certain trust funds created by the last will and



October Term N.D. 1857

testament of Samuel Gist late of England deceased, and benefit of the negroes emancipated in Virginia by the said Samuel Gist and settled in Ohio, filed in this court for settlement, and exceptions thereto filed by a part of said negroes.

The accounts and vouchers of said trustee having been settled in this court at the March term N.D. 1857, and the same having been at that time continued, for the purpose of appointing a trustee, for the management and disbursement of the remaining portion of said funds found in the hands of said trustee, and the payment of the costs and expenses required in said order of settlement of said account and vouchers, to be paid out of said trust funds. And the court being informed and satisfied that there is still for disbursement among the beneficiaries under said will of said trust funds, about the sum of one thousand dollars, or nearly that sum, and the court being satisfied that William D. Huggins is a suitable person to execute said trust, do hereby appoint him trustee, to manage and disburse said trust funds for the use and benefit of the negroes aforesaid emancipated in Virginia and settled in Ohio as aforesaid, according to the provisions of the said last will and testament of the said Samuel Gist deceased, and according to the act of the Legislature of Ohio, passed March 14<sup>th</sup> 1857, entitled, "an act for the relief of the negroes residing in this State, who were emancipated in the State of Virginia by the last will and testament of Samuel Gist, late of that State deceased, and the court require the said William D. Huggins to enter into bond with sufficient security to the State of Ohio for the use of the negroes aforesaid, according to the provisions of said last will of the said Samuel Gist, in the sum of two thousand dollars, conditioned for his faithful execution of said trust. — Thereupon the said William D. Huggins, came into court and accepted said appointment and gave bond for the sum of two thousand dollars aforesaid, conditioned as aforesaid, with Milton H. Huggins his deputy, said bond was approved by the court, and the matter of the settlement of the accounts and vouchers of Joshua Woodrow, for himself & others and exceptions thereto, has been dismissed, and he is hereby ordered to pay over to William D. Huggins the amount of money in his hands for the use of said negroes.

1855. A large contingent of residents of the Upper Gist Settlement in Brown County came before the Highland County Court of Common Pleas (because it had jurisdiction by right of Woodrow's residence there) contending that,

\*\*between May, 1831, and February, 1855, Woodrow dispersed a mere \$11,695.30 of Gist trust funds,

\*\*that Woodrow used the trust funds in his own business (the Woodrow general merchandise store in Hillsboro and the Woodrow farm north of Winchester in Adams County,

\*\*that Woodrow loaned out the trust funds at 6% interest yet showed no interest due the settlers, and

\*\*that Woodrow had \$2,032.54 "still in his hands," perhaps of the mind that it would not be disbursed.



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The court referred the matter to Alfred Dickey, "special commissioner" and member of a famous abolitionist family practicing at South Salem and Bloomingburg.

The Brown County complainants were: eight Hudsons (Solomon, Samuel, Henry, Senior and Junior, Peter, Richard, Sylvia, Peter); nine Cumberlands (Moses, Richard, Easter, Rachel, Winney, William, George, Jacob, Elvira and Keziah); five Gists (Milly, York, Moses, James, Molly); three Parsons (Isam, Sylvia and one not legible); three Woodsons (Francis, David, John, Junior); five Davises (Lydia, Juda, David, Charlotte and one not legible); two Ellises (Sampson and James); two Tolers (Betsy and Anthony); Jacob Johnson; Nancy Gibson; two Highwardens (Rachel and one not legible); "and others," not named.

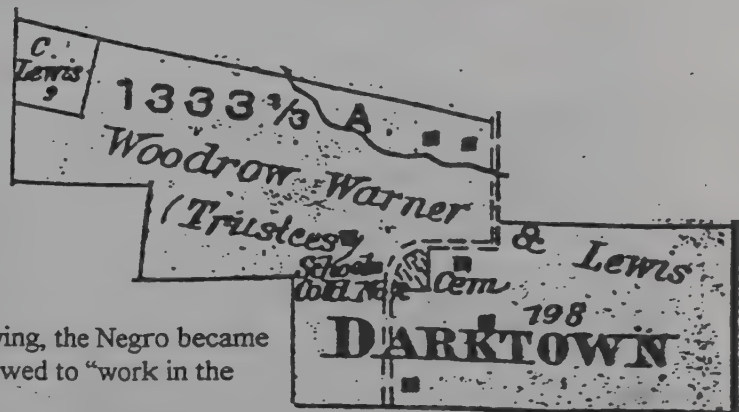
In 1857, pressed by the auditor of Brown County, the Common Pleas Court in Georgetown decided on a plan to put the Gist lands into the hands of the original settlers' descendants. Attorney Chambers Baird (the elder one by the same name) and his wife Judith took upon themselves the task of finding heirs, surveying plots, writing deeds, and - - for the token sum of \$1 per plot - - deeded the properties.

By that date, a number of Gist settlers or their descendants had moved "to town" for jobs, and stayed; when they received their deeds, they apparently did as most absentee owners do: sell. And not, as some Gist families insist, to ravenous white neighbors, though some ravenous behavior might well have led them to become "the highest bidder" at public auction.

Some of the lands had probably been totally abandoned, the log houses disappearing into the soil from which they came; but a number had been rented to or squatted in by free blacks who could find no housing (or friendly neighbors) elsewhere.

In 1861, Ohio law made it illegal for a person of "pure white blood" to marry any person with "a distinct and visible admixture of African blood." (Repealed 1887.)

Christopher Lewis bought nine acres of the Highland County Gist Settlement from Agents Woodrow, Warner & Lewis, but did not take possession.



In 1865 and the years immediately following, the Negro became a citizen, given the right to vote, and allowed to "work in the post office or with the mail."

1866. All 217 acres of the Highland County Gist Settlement were "divided into lots and parcels" (perhaps same as the later Duckwall partitioning of 1893-94). Robert Lawson got 20 acres and paid taxes due. See 1893-94 surnames Lawson, with but 11 acres.



## FABULOUS WEALTH

### CLAIMANTS FOR A VIRGINIA ESTATE

VALUED AT \$5,000,000.

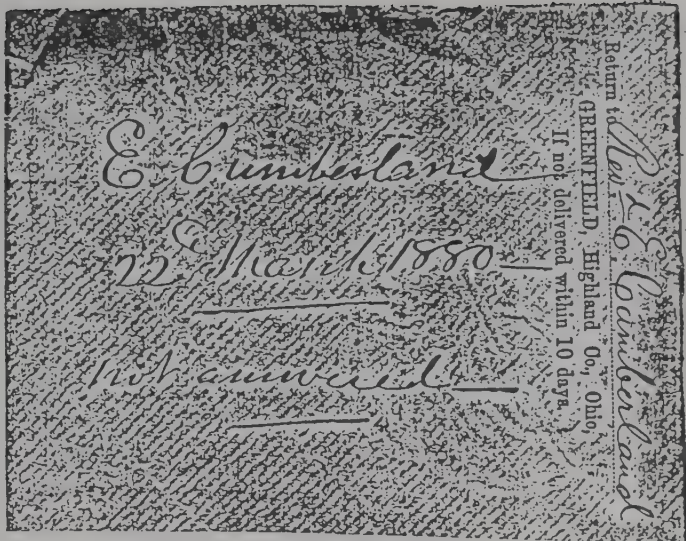
### SINGULAR WILL OF AN ECCENTRIC ENGLISHMAN

Special to the Cincinnati Commercial.  
GREENFIELD, O., February 29.—It is a fact not generally known that within the boundaries of this county, Highland, and the adjoining one, Brown, there are persons rightful heirs to property in this country valued at over \$5,000,000, which will be seen by the following account, as told us this afternoon by Rev. E. Cumberland, pastor of the A. M. E. Church at this place, and one of the claimants. His account is devoid of all romance and general nonsense, and from it we glean the following:

Along a spelled Gea land, came and bought lands are in horst Count, and include farms in this Guist was ga wherein it, his slaves, to have th and personal, and their heirs it, have a cl whom was to b. Akebia, or true after the estat stated salary. the will was the moved from the death of Mr. Guist Ohio, where the t was in direct viol. By some legal hoc ginia passed a special, at least that is what was told the freedmen of the agents), but all endeavors to find this act on the statutes are futile; none can be found.

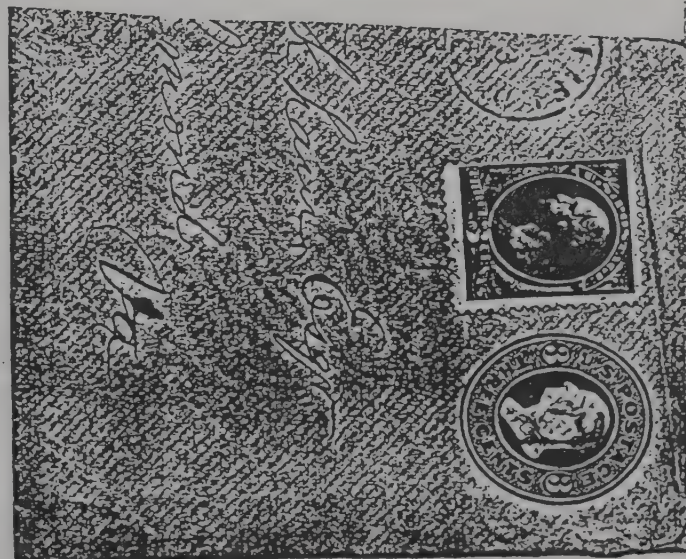
Furthermore, these heirs have never received the last benefit from the estate, such as a minister, school teacher, and the rents from the lands. Mr. Guist also had two daughters who came to this country with him, but on his death returned to England, where they succeeded to the estate in that country. They are both dead.

A few years since the heirs began raising money with which to investigate this affair, and have spent hundreds of dollars with solicitors in London and this country, but at last their efforts are about to be crowned with success. A few days since Mr. Cumberland received a letter from Mr. Robert Gunn, of London, wherein was stated that, according to his index, claimants and heirs were wanted for the estate of Samuel Guist, and gave as his opinion that with a little more time and money all legal difficulties would be removed and the property restored to its rightful owners. But many of these are so poor that with a hundred dollars they would feel as if they would never need another cent. It is therefore to be hoped that the heirs will make another effort to secure their rights, and Mr. Cumberland earnestly wishes them to do this as soon as possible. As a matter of course, all these lands now held by the parties in Virginia can be taken from them, as their deeds are not valid. As stated above, these lands are among the richest in Virginia, and on them are now situated the towns of Amherst, Hanover, C. H., and a score or more of smaller towns.



8.

## QUARRELS, QUESTIONS





1877. A letter has gone to Wickham in Richmond - - former Gist agent - - from a Mowrystown physician, D. Caron. It says "more than 60 crops of the Brown County Gist settlers have been sold, with nothing coming back." One part of the profits from crops is supposed to be used "for the aged, infirm, children and widows - - all those incapable of supporting themselves."

In 1878, a Kentucky schoolteacher named Isabella Hudson, who had grown up at Five Points, the Upper Gist Settlement of Brown County, retained a lawyer in Cincinnati, Hugh Pugh, asking him to look into the reported \$2 million to \$5 million of unspent Gist funds in London, saying that the 500 Gist descendants that she had been able to contact had a claim on that money. But, despite encouragement by welfare groups in London, nothing came of the suit.

The Highland County auditor, "without authority," consolidated the said separate parcels, except for the nine acres sold to Christopher Lewis, leaving a consolidated 198 acre settlement, still in the name of the agents, all dead, and so by court decree "allowed to go hence without costs" (that is, taxes). The auditor transferred the nine-acre parcel to Christopher Lewis in 1879.

1880. "A convention of colored people" have named Rev. Emanuel Cumberland of Shorter Chapel, Greenfield, to represent them in dealings with former Gist agents in Richmond.

1883. E. B. Stivers, of the Stivers settlement north of Fincastle, writes in the Beers history of Brown County that "the Gist lands are covered with thick undergrowth and sloughs of stagnant water . . . almost valueless for any purpose other than pasturage."

In the 1880's, the Ohio Black Laws were finally repealed, thanks largely to George Williams and Benjamin Arnett, both black themselves, Arnett a bishop of the AME Church.

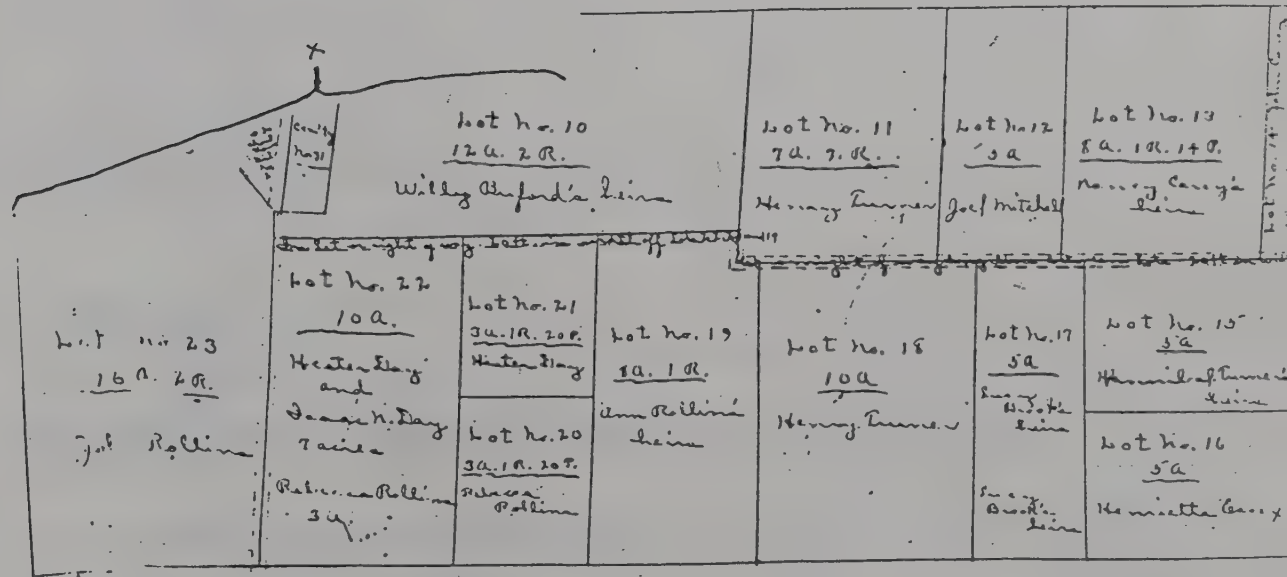
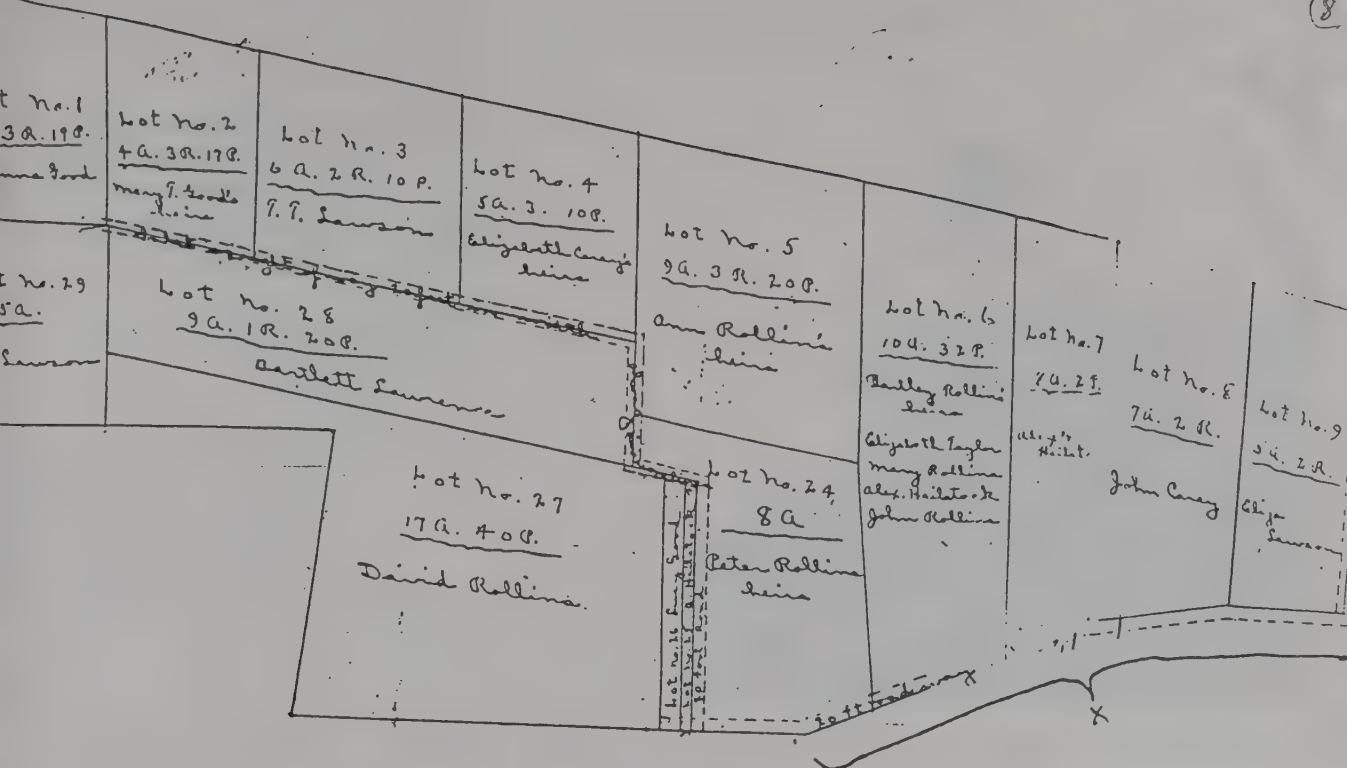
In the winter of 1893-94, the Highland County Court of Common Pleas decided to subdivide the two tracts of the Highland County Gist Settlement - - 100 acres in the one, 98 in the adjacent other.

L. R. Duckwall was named referee . . . surveying the plat, giving to the heirs of the original owners as fairly as they could from the old records. He worked long and hard, charging the court \$131 "for his efforts": \$75 for the survey, calculations and plat . . . \$15 for horse and buggy to visit the site as work progressed . . . the rest for chain carriers and flag carriers (of whom Ted Carey, John Rollins, Henry Turner and Isaac Turner from the settlement are listed).

Duckwall numbered the tracts, 1 through 31, giving the name of the known-living relative(s), otherwise showing the original resident's heirs but not by name, finally showing the small acreage . . . as little as 48 perches, a fishy-sounding French word meaning 5.5 yards, or a rod, or a pole, and so a pole or rod carried by the surveyor's helper by which he could measure the appropriate dimensions, called metes and bounds, of the subdivided land. The holdings were no larger than 16 acres, for a large family-unit, though a few got multiple lots, perhaps suggesting a very large family-unit.

Duckwall did his homework:





Map of Best Little West Lands as Sub-divided among the  
claimants under order of the Common Pleas Court of Highland County  
Ohio, said lands lying being and situate in the township of Penn  
and situate in the township of Penn, County of Highland and State of  
Ohio, and being part of Fitzhugh's Survey No. 2288 of 1333's series.  
The same is divided into lots or parcels, and numbered from 1 to 31  
D. R. Duckwall  
Hillsboro, O. Decr 1894.  
Surveyor.



- Lot No. 1, Rosanna Good, 5 acres  
Lot 2, Mary J. Good's heirs, 4 acres  
3. T. T. Lawson, 6 acres  
4. Elizabeth Carey's heirs, 10 acres  
5. Ann Rollins' heirs, 9 acres



6. Bartley Rollins' heirs, 10 acres  
7. Alexander Hailstock, 8 acres  
8. John Carey, 7 acres  
9. Eliza Lawson, 5 acres  
10. Milly Buford's heirs, 12 acres

11. Henry Turner, 7 acres  
12. Joel Mitchell, 5 acres  
13. Nancy Carey's heirs, 8 acres  
14. John Carey, 1 acre\*  
15. Hannibal Turner's heirs, 5 acres

16. Henrietta Essex, 5 acres  
17. Rebecca Burr's heirs (though later referred to as "Lucy Brooks' heirs"), 5 acres\*\*  
18. Henry Turner, 10 acres\*  
19. Ann Rollins' heirs, 7 acres\*  
20. Rebecca Rollins, 3 acres plus

21. Hester Day, 3 acres plus  
22. Hester A. Walker, 10 acres  
23. John Rollins, 16 acres  
24. Peter Rollins, 8 acres  
25. Alexander Hailstock, 48 square perches\*

26. Lucy Good, 3/4ths of an acre  
27. David Rollins, 16 acres  
28. Bartlett Lawrence (changed later to Bartley Rollins\*), 9 acres  
29. C. C. Lawson, 5 acres (compare No. 3)  
30. Board of Education, Penn Township, Highland County, 80 square perches with a schoolhouse

31. Gist Settlement Cemetery Association, 120 perches

\* indicates previous listing

\*\* indicates name shown in the Lower Gist Settlement, Brown County, 1819

Fourteen family names are listed, but only 12 are valid:

- \*\*surname Rollins, 7 listings, 71 acres  
\*\*surname Carey, 4 listings, 26 acres  
\*\*surname Turner, 3 listings, 22 acres  
\*\*surname Good, 3 listings, 9 acres plus  
\*\*surname Lawson, 2 listings, 11 acres



# THE GIST SETTLEMENT AGAIN.

Amie Turner, Henry Turner, Martha A. Good, Phoebe Lay and Minerva Rollins Arrested for Contempt of Court.

The Gist Settlement has again been brought into Court and given a front seat. Ever since the subdivision of the Gist lands some two or three years ago by L. R. Duckwall as Referee in the case of Treas. vs. Rollins, et al. between the Han-

GIST AND "THE GRANGE" IN ENGLAND  
 FORMER SLAVES SETTLED IN PENN TOWNSHIP  
 A secluded area in the northwestern section of Penn Twp. was chosen by the trustees of the Samuel Gist estate for the re-location of his former slaves. Their future home was in an unsettled part of Fitzhugh Survey No. 2, 239. One of the reasons for the selection of the particular land was its location among Quaker farmers who had sought spiritual and civic freedom in a slave-free state. Samuel Gist was born in England in 1723. He became the Lord of a large English manor house in Gloucester County, the owner of thousands of acres located in Warmingtton, as well as a number of plantations in America. He was one of the leading artists. The furnishing of the builder, who "ploughed the tall, stately trees, the particularly fine const-

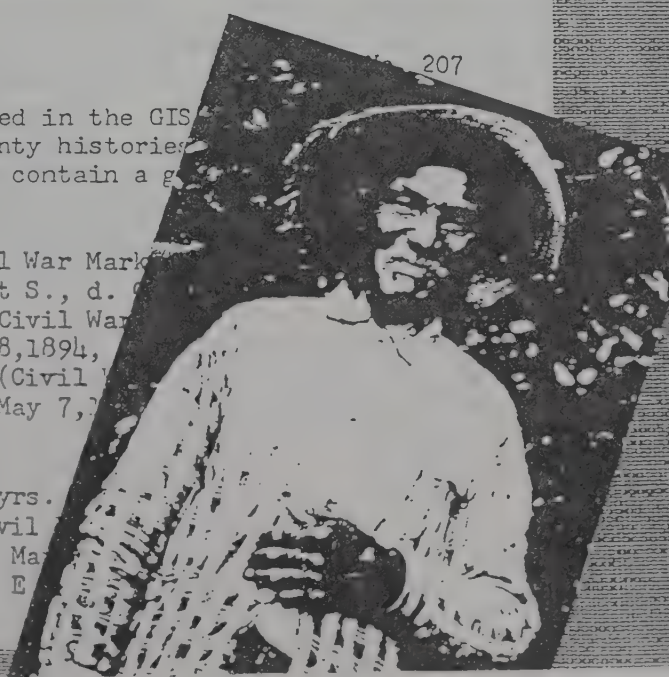
# Highland Pioneer Sketches & Family Genealogies By Elsie Johnson Ayres

me: GIST

ocation: PENN TOWNSHIP

marks: This is a colored cemetery and is located in the GIS  
 story of this settlement refer to Highland County histories  
 s. The Probate and Common Pleas Court Offices contain a g  
 ry of this settlement.

- Isaac. Co. A. 50 O.S.C.I. (Civil War Mark)
- Amie B. Hansbrough, wife of Robert S., d. 1904
- Nelson. Co. A. 15 U.S.C. Inf. (Civil War)
- Anna Belle, wife of A., d. June 18, 1894,
- Harrison. Co. K. 55 Mass. Inf. (Civil War)
- Fanny Ann, wife of Alexander, d. May 7, 1904
- Q.V. 1845 - 1930.
- David d. Feb. 23, 1904, a. 74yrs.
- Elizabeth d. Mar. 19, 1907, a. 80yrs.
- Henry. Co. E. 5 U.S.C. Inf. (Civil War)
- James. 1878 - 1934. (Sp. Am. War Mar)
- W.D. Dec., 1840 - Aug., 1910. Co. E





- \*\*surname Hailstock, 2 listings, 8 acres plus
- \*\*surname Buford, 1 listing, 12 acres
- \*\*surname Walker, 1 listing, 10 acres
- \*\*surname Essex, 1 listing, 5 acres
- \*\*surname Brooks, 1 listing, 5 acres                      duplicate
- \*\*surname Burr, 1 listing, 5 acres
- \*\*surname Day, 1 listing, 3 acres
- \*\*surname Lawrence obviously a mistake (see Bartley Rollins)

Duckwall elsewhere showed these persons to be the heirs of their deceased/named ancestors:

- \*\*Mary Good heirs: Charity Pearl, Francis Good, Mary Powell
- \*\*Elizabeth Carey heirs: Lewis Carey, William Carey, Caroline Rollins, Elva Rollins, Lucy Good. William Mitchell, Martha Mitchell, Lizzie Mitchell, Carrie Mitchell, Charles Mitchell, Mary Mitchell (the last three minors)
- \*\*Bartley Rollins heirs: Elizabeth Taylor, Mary Rollins, Alexander Hailstock, John Rollins, John Carey, Ann Eliza Lawson
- \*\*Millie Buford heirs: McClelland Hansbrough, Lillie Bolan, George Woods, Eddie Good, Victoria Robinson, Laura Williams, Grant Rollins, Leslie Lawson who was a minor, Henry Turner, Joel Mitchell (Hansbrough, preferred spelling Hansborough, is of settlements called the Hansborough Settlements at Samantha, created by a white Virginia planter for his slave relatives.)
- \*\*Nancy Carey heirs: John Turner, Henry Turner, Phebe Lay, Minerva Rollins, Henrietta Essex
- \*\*Rebecca Burr heirs (though changed to "Lucy Brooks' heirs"): Felix Williams, Justice Williams, Rebecca Rollins, Hester Day, Isaac N. Day, John J. Rollins and another Day whose first name was unknown
- \*\*Peter Rollins heirs: John J. Rollins, Joshua B. Rollins, David N. Rollins, William Mitchell, Martha Mitchell, Carrie Mitchell, Charles Mitchell, Mary Mitchell, Mary Rollins, John Carey, James Good, Bartley Lawrence which was changed to Bartley Rollins, Lucy Good, David R. Rollins, C. C. Lawson

1894. The Highland County Common Pleas Court held that the \$397.35 shown by the auditor as taxes due and payable were in fact "not recoverable" and so "dismissed without prejudice" and all "titles quieted," leaving the settlement whole again, saying that the so-called owners had "open, adverse and notorious possession for more than 21 years."

1895. Henry Turner was arrested, paid court costs for this incident: land leased to William Mitchell, Rollins heir; yet Mitchell told the court that the Turner heirs "swept down upon me in such numbers as to frighten me almost to death," forcing Mitchell to agree "never to set foot on that soil."

In 1948, the Highland County Common Pleas Court named Alexander Martin as Gist Settlements trustee. The Cleveland attorney, brought to the case by Turner and Rollins descendants, claimed the county owed the descendants whatever amount was in trust, plus interest, totaling \$25,994.

The county thought different, since it had never held such funds.



# Attorney for Slaves' Descendants Promises 'Never to Give Up' Fight to Regain Lost Land

Group Seeks Title To Adams, Highland, Brown County Tracts

(Second of a Series)

BY FORREST ALLEN  
Post Special Writer

CLEVELAND, Nov. 10.—Two years ago William McKinley Rollins, 54, a guard in a Cleveland Trust Bank branch, brought a legal problem to Attorney Alexander H. Martin Sr. It was a plea from an almost lost chapter in early Ohio legal history to regain title to 3200 acres of land in Adams, Brown and Highland counties for descendants of freed slaves.

Rollins undertook this mission at the urgent request of his long time friend and neighbor, Osro Turner, of the "Gist Settlement," in Highland county.

It now seems quite likely that Alexander Martin's routine days never will be the same again—because the problem Rollins brought has embarked the attorney on a search and struggle that bids to take his spare time for the rest of his life.

AS A RESULT of that visit, Martin today is court-appointed trustee for the Ohio administration of the Gist estate—a vast and benevolent project set up in the will of Samuel Gist, Britisher, on his death in England in 1815.

Rollins, who since 1935 has lived here, told Martin that Gist's will had freed his Virginia slaves and from the funds realized from his extensive Virginia landholdings, Ohio lands had been purchased to create farm colonies for the emancipated slaves.

Now, Rollins told Martin, Osro Turner, grandson of one of the original slaves, was being evicted from his farm on the 207-acre "Gist settlement" in Highland county.

TURNER AND the other families still living on the settlement needed help.

Martin journeyed to Highland county. Through prompt court action, he was able to halt the eviction and obtain time to survey the whole problem.

The son of a slave himself (at the age of 19 his father ran away from Virginia with Union troops), Martin became fasci-



STUDY OLD MAP—Sam Turner, left, descendant of Gist's freed slaves, and Alexander Martin, sole trustee for the emancipated group, examine an old map in the courthouse at Hillsboro, O. Some of the land left the slaves was situated in Highland county.

nated with the possibility of re-establishing at least part of the once great trust.

DESCENDANTS of some of the original freed men then went into Common Pleas Court of Highland county petitioning the court to name Martin the Gist trustee. Now that has been done.

"The Gist estate is in the Common Pleas Court by special act of the Ohio General Assembly in February, 1851," Martin explained.

"Thus by Ohio law, the Highland County Court has complete charge of and is responsible for all affairs relating to the trust in Ohio, in whatever county."

I went to Hillsboro with Martin to go over the court records Martin had scanned so many times before. We talked with men now living on the "Gist settlement," nine miles north of

Hillsboro. This story emerged:

AFTER GIST'S death in 1815, the Superior Court of Chancery, Richmond, Va., authorized and directed one William F. Wickham, surviving Gist trustee, to go into Ohio and purchase land for the Gist slaves.

Between 1818 and 1830, Trustee Wickham, through Ohio agents, purchased between 1400 and 2200 acres in Eagle and Scott townships in Brown county (the exact figure is in doubt), 625 acres in adjoining Adams county, 207 acres in Highland county on the north and perhaps 640 acres in Erie county, in the northwest part of Ohio.

Tax receipts of the Gist trustees still in existence among the court records show that Brown, Highland and Adams county taxes were paid between 1831 and 1852. There is an 1855 receipt from Adams county. Brown county payments were on 1417 acres in Eagle township,

Lawyer Apparently Starts on Lifetime Job to Trace Will

with no record of Scott township lands.

THERE THE TRAIL ends. Brown county records in the courthouse at Georgetown carry the Eagle township lands in the name of the Gist trustee up to the 1851 book. Between this and the next volume, 1858, the Gist trustee disappears as a taxpayer and landholder for the trust.

Highland county records are equally obscure as to the chain of title for the land. An 1857 tax map shows names, without boundaries, of the descendant living on some of the 207 acres.

On 1916 and 1941 maps, the whole 207-acre settlement is blank on the tax map. No ownership is shown, nor the name of any taxpayer.

Martin has been unable to find the slightest trace of official references to any land in Erie county. An 1885 court application of some of the descendant lists 640 acres in that county, but does not locate it.

"AS I BEGAN to reconstruct the picture," Martin said, "appears that the trustees faithfully performed their duties until about 1852. That is, for all except the settlement in Erie county, which seems to have been lost sight of early—never existed.

"Then between 1852 and the close of the Civil War the trustees, if any, became negligent; the lands slipped into other hands without good titles, the people moved away, and on the Highland county settlement held onto anything."

Martin said that he now has two main objectives:

"I'm going to use every avenue of the law to hold and restore the Highland county settlement for the descendants of the Gist slaves.

"FOR THE LARGER task of finding out what can be done about the lost lands in the other settlements, I'm going to try to enlist the aid of some foundation devoted to the welfare and education of Negroes.

"I will never give up."

(NEXT: Life on a Gist settlement, as recalled by a present-day Clevelander, and by a 19th century Brown county writer



Henry Turner worries that not "one square foot" of the land he lives on, farms and pays taxes on belongs to him.

In 1979 . . . Highland County's engineer re-surveyed the Highland County Gist Settlement, preparatory to court action to hold a public auction to sell "to the highest bidder," which would surely have been only a few of the Gist slaves' descendants plus a lot of better-off neighbors and lot-hunters from town.

In 1985, Reporter Ray Marcano, DAYTON DAILY NEWS, said that the Gist trustees spent \$22,435.91 for the three settlements: taxes, "schools and teachers," and home repairs.

Though the settlers, and the Quakers, and later historians, accuse Gist agents in Hillsboro and Richmond with improper use of Gist funds in America, Trotti's arithmetic (Gist lands x \$2 or thereabouts per acre) seems to support his judgment that "no clear or egregious misuse or diversion of funds" either did or could have happened.

What impressed people as a "bountiful" Gist estate in Virginia was "land-poor," especially with the slaves transported to their freedom along with all the livestock and agricultural implements.

In the late 1980's... Chief Petty Officer Paul Turner was back at the Highland County Settlement ready to spend whatever it took of his Navy pay to keep the county from foreclosing and holding public auction, and forever erasing the settlement from the Penn Township map - - and landscape.

He agreed to pay \$25,000 (in five installments of \$5,000 each), saying that no other descendants seemed interested in helping him keep the wolf from the settlement door.

A county spokesman said this would "fully compensate the county for unpaid taxes . . . and to keep the county from foreclosing."



## Money? Years Cloud Gist Trust, Owner Rights



SELEICKA DENT

had been spent, according to court records.

All but \$1,893.24 had been spent transporting the former slaves from Virginia and getting them settled in Ohio, according to Woodrow.

Apparently discontent with Woodrow's ~~reporting~~ reporting and believing the funds were not properly spent, or documented, several settlement families challenged his report in 1957.

However, their efforts cost the remaining trust fund account nearly \$1,000, records show. The court ruled the court costs for the case could be deducted from the remaining amount in the trust account.

Thus, less than \$1,000 was left in the trust when the three original trustees were discharged from their duties due to ill health, relocation and death.

William D. Huggins was 'John appointed trustee by the court. However, no court records are available for the next few decades. Huggins died in August of 1923, until only a few months before his death. Marcano, who spent months searching through the records of the years after the settlement, was



...aster Specified Times. Land, Trust Fund For Negroes  
...or Cumberland, Tennessee, now called Beer Creek

# Will Could Have Meant Wealth For Farm

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; Parson Jim, 79  
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acres; Cain, 12  
Jim, 43 acres."  
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One of today's "relics," Jim Toler, says that the land today, for the most part, is still "only fair."

Toler says he can remember his grandfather talking about how some of the emancipated slaves would just sit around and do nothing. "They weren't used to not being told what to do," he says. "When they got hard up they'd sell their land to white people for just about anything — a side of bacon, a hog, butter milk. That's the way the land got away from them. They were like children."

However the account in the July 7, 1878, Issue of The Enquirer, gives a different reason why the rightful owners were deprived of much of their land.

The article states that white trustees held all the land in their names and the land was listed in one lot for taxation. They paid the taxes until about 1856 or 1857, when

they refused to pay anything or to assist the Negroes on the land in any way.

The taxes eventually became delinquent and the lands were sold for taxes. One ray of sunshine appeared at the time, when most of the land was redeemed by the Negroes themselves, according to the newspaper article.

But it further states: "a large percentage of the best and most profitable land was by some means taken by white people so nearly all the property became of little or no good to the beneficiaries."

The old Enquirer article also reveals how some specific monies were misused. It reads — "Some \$10,000 was also put in the hands of trustees, to be used as before stated, for their (the freed slaves) benefit. Some of this fund went to the colored people, but most of it

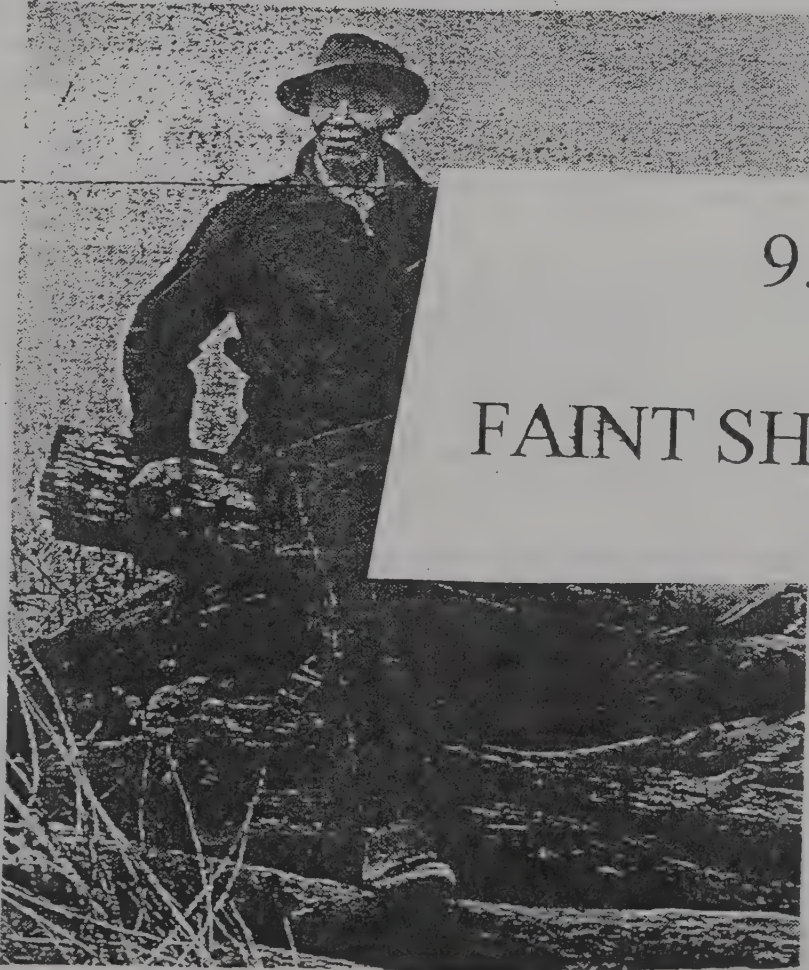
went to benefit the tr some persons other than titled to it . . ."

The article was an account of the efforts of a Cincinnati attorney, Hugh Pugh, to obtain the original settlers or descendants the money that was rightfully the story reported his talk with the Cincinnati Relief Union, which he was secretary.

Pugh came into the picture in 1878 when he was contacted by a descendant of the original settlement, Miss E. Isabella Hudson, who was teaching school in Kentucky.

**FIVE YEARS EARLIER** seen an advertisement in a paper requesting names of descendants of "Samuel Gist or slaves." The ad had been placed by the Chancery Court of Brown County. Miss Hudson wrote the court and eventually obtained papers that the descendants had a claim to "certain large tracts of land in Ohio and in Virginia to trust funds, the amounts of which is variously stated at from \$100,000 to \$5,000,000."

Miss Hudson helped muster the names of the descendants of Samuel Gist and his slaves.



Farmer James Toler, 87

—Enquirer (Bob Lynn) Photo

...he might have been a wealthy man

## FAINT SHADOWS

...might bring you or more and give it to the white men and the last we'd see of them."

He says that his family and the Hudson and Cumberland families are the only direct descendants remaining in Brown County.

Toler, who is nearly a legend himself because of the hundred water wells he has dug in the area, now works a 41-acre farm on Castle-Five Points Road, just off Ohio 32, with his son, Bob. The farm is part of the original land purchased for the emancipated slaves, but is not original land.

Sitting atop a pile of logs, he says is the last remains of the original Negro settlement, said he sometimes wonders what things would be today if the v Samuel Gist had been carried in good faith.



Today the settlements have dwindled to a faint shadow of their original numbers and acreage.

Most of the Highland County lands are still held in the names of descendants of those 1832 re-settlers; but most of the settlers have died or moved away to "city jobs" in Wilmington, Dayton, etc.

Only a few families stay on their fabled land.

Most of both land and occupants are "memories" at what are now Five Points east of Sardinia and at Wahlsburg north of Georgetown. Only a few hang on to their ancestral lands (Hudsons, Tolers, Williamses, Johnsons, Bakers, Biellers).

The steady, if gradual, decline is the product of two of society's strongest forces:

1. Jobs drew them away from farms that wouldn't adequately support them, and wouldn't satisfy younger generations seeking their own new hope, new lives.
2. Taxes, in various ways, drove them away.

While the Highland County settlement is taxed, and largely protected from further decline, by the generosity of one man (retired Navy Chief Paul Turner, who paid the back taxes of \$40,000 and continues to pay the annual assessments), the Brown County settlements literally exploded because of taxes.

It happened that in 1857, the Common Pleas Court of Brown County instructed the auditor to collect taxes due on the Gist lands. This despite the promise that the lands would remain tax free, paid out of Gist monies in Richmond.

Yet by 1855 the Wickham-Page agents in Richmond had quit paying taxes on all three settlements, leaving the counties to determine the proper course for this tax-free land; in Brown County the decision was to give deeds (for the token sum of \$1) to the heirs of each plot identified in the original settlement; this led many Upper and Lower Settlement descendants to sell their ancestral lands and "never come back" from wherever they had moved to. Highland County was fretful about how to cope with the unpaid taxes, first deciding to collect, then deciding to forego, much later deciding to collect.

Then, in 1865, as Grant pursued Lee through central Virginia enroute to Apommattox and an end to the war (as well as to slavery), Union soldiers "took," burned and looted Richmond, forever erasing the answer to how the state courts would allow the Gist agents to quit paying the Ohio taxes (and pocketing the money?).

\*

One lingering question, answered neither in Richmond nor Hillsboro, is: Was there also a settlement at Cherry Fork? Highland County records show that Woodrow paid Adams County real-estate taxes in 1831, but never again. There was, indeed, a settlement at Cherry Fork (then called North Liberty) and supported by the Associate Reformed Presbyterians there until, by 1945, not one black resident remained. But history doesn't answer whether this is a Gist



settlement; nothing in Adams County land records suggests that the Gist agents ever bought (or sold) land there; the only remaining question is, "Might the 1831 taxes have been on Woodrow's farm on the West Fork of Brush Creek, from which "he bought meat, potatoes, corn, other provisions for the Brown County settlements?"

\*

Hearsay. Gist descendants - - not surprisingly - - had been told all too little by the agents, and so expected "Gist money to come from England to pay the taxes."

The most publicized of the Brown County Gist settlers were the Tolers: Betsy's children, the testy two, Andrew and Sallie, and Andrew's daughter, Ansadeala, known as "Aunt Vin."

Andrew was the ambitious one; but his wife Emily (Maize, out of North Carolina) was the whip-cracker, keeping Andy and the others with their noses to the grindstone, so to speak, though the grindstone was most often clearing The Green Woods (now the Tecumseh Buildings site on Martin-Alexander Road). Newspapers like to talk about how Emily bossed everyone around.

But Sallie Toler was married to Solomon Hudson, "a cousin of some kind" since Betsy was a Hudson, liaised with the white Gist steward, Matthew Toler, to bear the four children: Sallie, Andrew, Pleasant, and Harriett.

Betsy must have decided that - - since Andrew was the only chance of perpetuating the pride she had of having these almost-white kids, "as white as you are," neighbors would tell the white peddlers--she'd leave Lot 20, the original 37.5 acres, to him and his issue, thinking (a) the girls are all married and off with their husbands and (b) "noways interested in this wet old place." But she misjudged Sallie, or husband Solomon, or both of them, for Solomon and Sallie took Andy to court, asking her "undivided one-half interest" in the land, since Betsy, Pleasant and Harriet were now in their graves.

But Solomon and Sallie lost the case; Andy kept the land, and left it to Emily, and Emily to the stay-at-home daughter, Annie/Ansadeala/Vin, "also as white as you are."

\*

Years later, grandson Jim Toler was reflecting on all that had transpired at the settlement . . . sitting there on a heap of logs torn down, ready for burning, the last remnants of the Toler family place.

He was not kind with the memory of those who had passed on before he was big enough to understand such goings-on, told the reporter from Cincinnati what "had happened" to the once-proud, once-large, once-tax-free Upper Gist Settlement there under him. He said they were not inclined to take responsibility, had no real interest in what had been given them when they got their freedom-papers back in 1819. Called them "children," called them "lazy idlers," said they "would just sit around and do nothing."



# SALE BILL.

STATE OF Andrew Niles DECEASED.  
 A Bill of the Property sold by Emily Niles Adair  
 of the Estate of Andrew Niles late of  
Brown County, deceased, at Public Vendue.  
October 25 A. D. 1895.

|   | DESCRIPTION AS INVENTORIED.      | Value as<br>Inventoried. | TO WHOM SOLD.     | Price. |
|---|----------------------------------|--------------------------|-------------------|--------|
|   | Good Hatch                       | 2 00                     | Anna Niles        | 3 05   |
| 2 | 1 Set of Wool                    | 10 00                    | H. L. Vance       | 7 95   |
| 3 | 2 Grinding Stone                 | 25                       | John Mock         | 25     |
| 4 | 1 Road Wagon                     | 2 00                     | Anna Niles        | 75     |
| 5 | 1 Harrow                         | 1 00                     | " "               | 40     |
| 6 | 1/2 of one Case Mill             | 1 50                     | " "               | 25     |
| 7 | 1/2 of 1 Comb. Ref. Mower        | 5 00                     | " "               | 50     |
| 8 | 1 Set Horns                      | 15                       | John Mock         | 50     |
| 9 | 7 Stack Hay                      | 10 00                    | J. L. Baird       | 12 50  |
| 0 | " "                              | 9 00                     | Anna Niles        | 13 50  |
| 1 | " "                              | 6 00                     | " "               | 4 30   |
| 2 | Sow & Six Pigs                   | 10 00                    | " "               | 11 30  |
| 3 | Bay Horse                        | 5 00                     | Wm. & Emily Niles | 5 00   |
| 4 | Robt Horse                       | 25 00                    | Anna Niles        | 16 25  |
| 5 | 2 1/2 of 12 C. Corn & Thin Shock | 34 00                    | Wm. & Emily Niles | 34 00  |
| 6 | 2 1/2 " 10 " " " " "             | 28 00                    | " " " "           | 28 00  |
| 8 | About 75 Bu. Oats                | 18 75                    | J. L. Baird       | 22 47  |
| 9 | Straw Stack                      |                          | Anna Niles        | 2 10   |
|   |                                  |                          |                   | 164 07 |



But Jim Toler had no idea what slavery would have been like; and the slave's dream was not ownership and responsibility and a big house; it was "doing nothing" for a change; and "doing nothing" became a habit, and any dreams faded, and they listened to the siren-song of whites wanting the land (or other blacks wanting it), and so sold: "for a side of bacon . . . a hog . . . buttermilk," whatever was offered. If they planned to work, it was in Georgetown or Hillsboro or Cincinnati, not at the settlement where there was no work except dollar-a-day slaving in a white man's cornfield.

If Toler had checked the deeds at the Brown County recorder's office, he'd have found no such bartered-land; every deed showed the low price such land brought, the equivalent of a few sides of bacon, or the highest bid when the land was auctioned off, and the German neighbors taking it up around Biehn's post office, at Five Points on the Winchester Pike.

Toler told a Cincinnati reporter that the Hudsons, Cumberlands and Tolers are "the only Gist descendants remaining in Brown County."

If Toler had looked at the one he was most interested in - - the Toler land, he'd have seen how it trickled away "one favor at a time," one bag of groceries or a roll of barbed wire or some baby-chicken scratch feed . . . mortgaged to the hilt, as they say, lost when the last Toler (Anna/Ansadeala/Vin) died and her creditors came to collect.

value received Five years after date, I promise to pay  
of W. E. Hare the sum of One Thousand One hundred  
with interest thereon at One per cent (6%) from date.  
note is secured by mortgage on real estate.

Fincastle, Ohio, September 15, 1916.

annie F.

#1437.04

Real (6%) From  
estate.  
Annie Foley



(102)

Maybe Toler knew about some "earlier sales," that were more a matter of squatter's rights than purchase, men like Caleb Snead - - himself a freed slave brought up out of Kentucky by Arthur Bonwell. He was there in 1840, perhaps "just moving into" one of the abandoned log houses, abandoned when the "owner" went off to town, to the city to find work - - and stay, and never look back at lands so poor the killdeers packed their dinner-pail when they flew over it, about as worthless as it was in 1819 when Cadwallader Wallace knowingly sold it to the Gist agent in Hillsboro site-unseen . . . a site for sore eyes, as they used to put it.

No conclusive evidence has been presented to show that the Gist slaves felt any different about their lands than other people: most moved away to "city jobs," putting down roots in Wilmington, Hillsboro, Georgetown or Cincinnati, with no intent to return to "that worthless swamp" where they shivered and starved and were often cursed by neighbors.

Deeds show that lands were usually sold for indebtedness or tax delinquency . . . sold to the highest bidder, which was rarely some other Gist settler like ambitious Anthony Toler, "as white as you are" his descendants would tell the whites, who never knew him, he who was the "natural" son of steward Matthew Toler, white, and Betsy Hudson (Armistead) (Toler), black concubine, he whose entire estate went to daughter Vina Ansadeala Toler, who gave a mortgage to a storekeeper for groceries and fertilizer and metal roof, then left the entire farm to the storekeeper.

\*

SPECIFICS. Unraveling family histories needs the help of people who know what records are available. For any such search, census records are the most specific: for heads of household 1820, 1830 and 1840. . . for every member of the family from 1850 forward (except that the

among the . . . ed in this township were the following persons, most of whom were families:

Jacob Cumberland, George Cumberland, Samuel Hudson, Gabriel York, James Gist, Gabriel Johnson, Joseph Locust, James Cluff, — Davis, Sol Garrison, — Parsons, — Williams, Glasgow Ellis and Tom Fox. "Old Sam Hudson," as he was familiarly known, was an odd character, and many anecdotes are yet related of him. At one time, he was sent to the State Prison at Columbus for making unlawful use of another man's horse, and it so happened that a white man named Demitt accompanied him for a like offense. Upon being interrogated as to his occupation. Sam answered, "Preacher ob de Gospel!" Turning to Demitt, the officer asked, "What's your occupation?" "I clerk for Sam," was the shrewd reply.

Richard Cumberland ("Blind Dick"), Meredith Cumberland, Taylor Davis, Moses Cumberland, Ephraim Johnson and Winston Cumberland were also born in Virginia.

#### FINCASTLE.

Fincastle is the oldest town in Eagle Township, having been laid out by John Alexander, Sr., in the year 1825. The town was platted by Col. S. K. Stivers, and named by him . . . Fincastle, Va.

The first house in the . . . for John Frierson, on Lot No. 6, by John Bradley in 18 . . . afterward opened a dry good . . . and was for many . . . was the first . . .



# PROMISED LAND

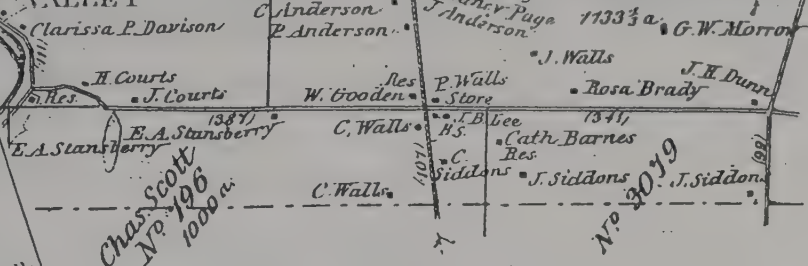
18 Dec 1902 NP  
Recalled by the Death of Julius  
Anderson, an Old Negro.

ONE OF THE BEST HEIRS.

Nearly All of the Little Homesteads  
Given the Original Settlers  
Have Passed From Heirs.

Julius Anderson, for years a well-known negro character in and about Georgetown, died at the county infirmary Friday morning, of old age and its attendant infirmities. He was one of what were known as the Gist—or Gest—negroes, the property of a rich Londoner of that name, who owned extensive plantations in Virginia, and who manumitted some 900 of his colored slaves and settled them, under the provisions of a will, in Brown county—in territory now embraced in Scott, Franklin and Eagle townships. Through the influence of parties in Hillsboro, of a speculative disposition, who were acquainted with Gist's agents in Virginia, 2,322 acres of land were purchased in this county—1,122 north of Georgetown and 1,200 in Eagle township—and settled on brought here, overlaid, and under it. At that time the central portion of the county was a dismal swamp, covered with thickets and undergrowth, the generous impulses of Gist, he had provided in his will that the revenues of his plantations for the last year of his life should be used in providing churches and teachers for his emancipated people. They were dumped by his agents into the swamps, a few rickety school houses and a cheap church structure or two provided, and left to hoe their own rows as best they could. Such as had sufficient means turned back at once for their old homes in Virginia. Others subdue the wilderness about them, erecting cabins and other necessary buildings, of most primitive character. Soon the funds of those involved in gave out and they became involved with their white neighbors, and, piece by piece, their possessions passed from them until the merest shadow of that 2,322 acres of land remains to the original settlers or their descendants. Julius Anderson's parents were among the first of this colony to arrive—in June, 1818. He and a sister—Julia Ann Brown—twins—were born in a wagon while on the road to the "Promised Land." This would make Julius somewhere between 84 and 85 years of age. His remains were interred in the cemetery at Wallsburg.

## WHITE OAK VALLEY





(10)  
1890 census has been lost in a fire) and none past 1920 has yet been released by the Census Bureau, and none past 1880 has even been indexed by the Census Bureau, forcing the searcher back to the microfilm available at several places (Georgetown, in the old stone jail; Hillsboro, at both the public library and at Southern State College).

Where burials have taken place in these counties, and where tombstones exist, both counties have books of "tombstone inscriptions."

And both have various other useful data: marriages, births, etc.

Ruth Grady of Cincinnati performed a helpful service: compiling the names (and pertinent census data) on blacks living in Brown, Clermont and Hamilton Counties, but not Highland, for selected years after 1860 . . . plus some for Kentucky counties . . . though none of these books are now in print, and not otherwise available, except at the Georgetown Genealogical Outpost.

The burying-ground is maintained at the Carthagen Full-Gospel Church in the Highland County Settlement off Polk and New Vienna Roads. The grounds of the old AME Church at Five Points seems not now used for burials, but a large one back a lane opposite the Brush Creek Baptist Church on Tri-County Road east of Sardinia has a limited number of readable stones.

VIRGINIA RECORDS. Hanover County records were almost entirely destroyed because the rural Hanover officials wrongfully concluded that Richmond would be the safest place in the face of Grant's approaching Yankees, yet turned out to be the least safe because the Yankees had a field-day looting and burning anything that reminded them of Johnny Reb. Two Hanover County books feel off the transporting wagon; and they are all that survived that fateful spring of 1865.

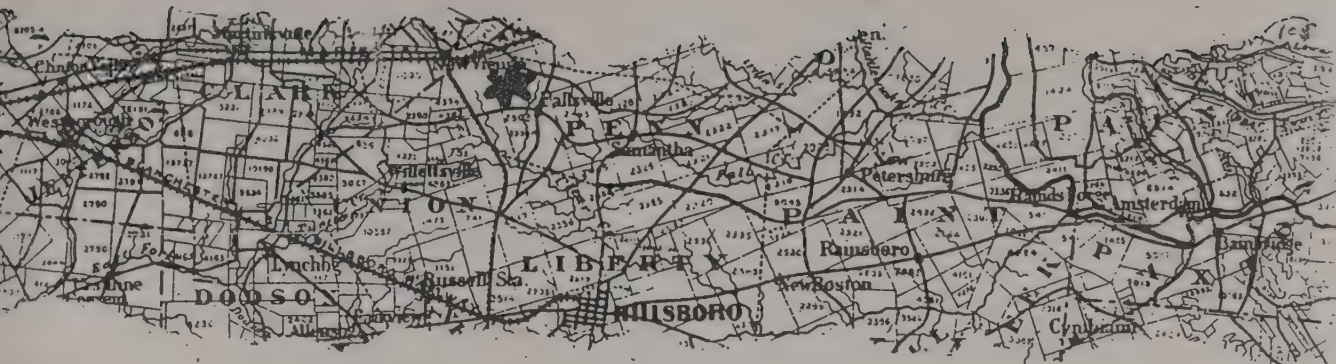
Yet at Hanover Court House (near Ashland) are other things useful to the intent researcher (a book on old homes that talks of the Gist plantations, records since 1865 though rarely pertinent to the Gist estate, and a few oldsters like Lois Wickham who remember what their grandparents told them, even the owners and occupants of Gist's Gold Hill and the Revolutionary War store/jail on River Road east of the courthouse.

Highland County's Elsie Ayres would have you believe that Gist never lived in America, knew nothing of Virginia; so would Clinton County's Canby Jones; both spent more time in Gist's burial spot than they did in his Virginia.

Be most cautious about reaching conclusions about motivations until you read what is readily available.

This especially includes the words of school teacher Isabell Hudson of the Upper Settlement in Brown County, who somehow "knew" how much of the Gist estate was still unspent in the 1880s. The will makes it clear that nothing of Gist's English holdings was to accrue to the benefit of the slaves; and with removal to Ohio and sale of the Virginia estates, nothing in Virginia was to accrue to his relatives and causes. It was a two-part thing; the unfortunate development before and during the Civil War halted payments of taxes and "welfare" measures in Ohio, and Grant's trail of looting and burning erased whatever guilt or innocence might be attributed to the deeds of either Wickham in Richmond or Woodrow in Hillsboro.





Cover: James Toler by Bob Linn, Cincinnati ENQUIRER.

Page 2: from McCague's history of slavery. Page 3: George Cruikshank's illustration for OLIVER TWIST. Page 6: Summerlays & Walk's THE CONTROVERSIAL HORSE; map from Colton's COMMON SCHOOL GEOGRAPHY. Page 7: tobacco shed from Brenner's IF YOU WERE THERE IN 1776. Page 8: Samuel Gist's GOLD HILL. Page 9: Harper & Bros. 1876 map. Page 10: Patrick Henry from Brenner; tobacco ship by Fry & Jefferson.

Page 12: Still's UNDERGROUND RAILROAD. Page 13: Michael Trotti/Virginia Historical Society (VHS). Page 14: Wallace survey, Upper Settlement, Brown County (BS) Plat Book. Pages 14 through 39: Gist will from Clerk of Courts, Highland County (HC). Page 39: Gist slave inventory. Page 40: Gist section of 1820 census.

Page 41: Trotti/VHS. Page 43: Wallace's survey description, FC Plat Book. Page 44: Woodrow's drawing of land assignments, Upper Settlement, FC Plat Book. Page 45: Gist slave cofle, Trotti/VHS; Lower Settlement 1820 census; cabin from McMaster's history. Page 46: Census and plat of Upper Settlement; fence called "worm" brought over by slaves; Carter Woodson's FREE NEGRO HEADS OF HOUSEHOLD 1830.

Page 52: HC Gist Settlement sign; HC ATLAS 1867. Page 55: log-ends, as on Gist cabins. Page 57: Eric Sloane's RECOLLECTIONS. Page 58: Upper Settlement deed. Pages 60 through 85: HC Common Pleas Court record of agents' testimony. Page 86: HC ATLAS. Page 87: Cincinnati COMMERCIAL and Cumberland envelope 1880. Page 89: HC plat, Recorder's Office. Page 90: HC settlement's Carthage Chapel.

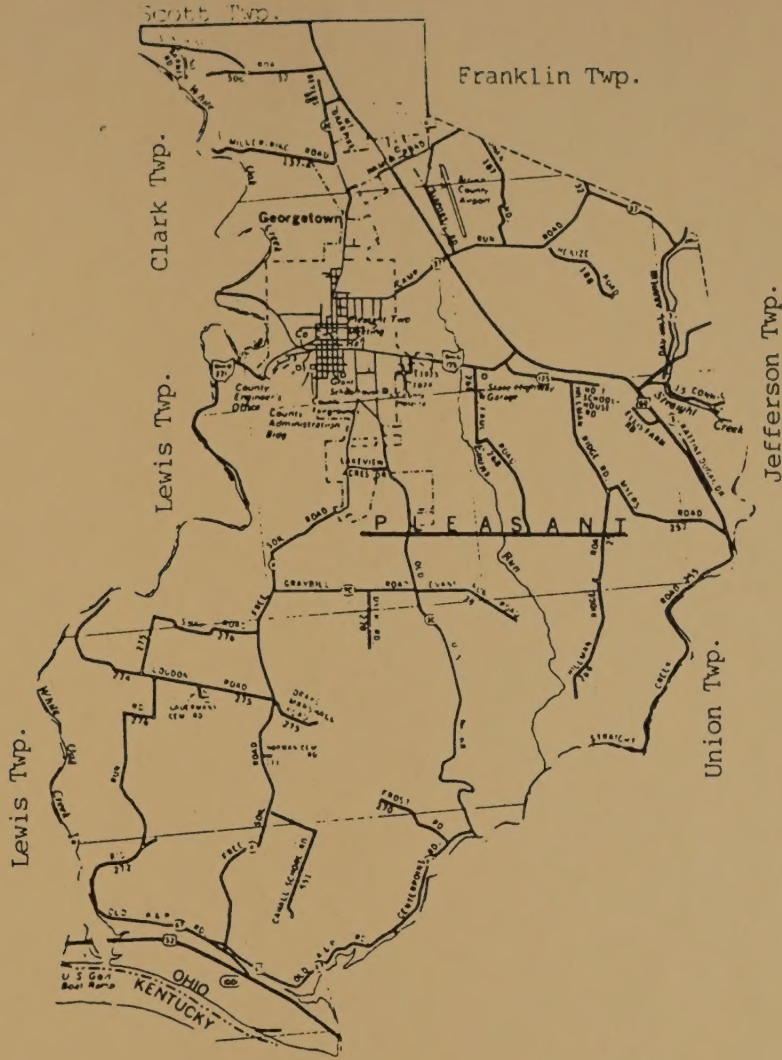
Page 91: Hillsboro GAZETTE; Elsie Ayres' history; McBrides' cemetery inscription book; James Turner photo by Charles Blackburn in Wayne Snider's ALL IN THE SAME SPACESHIP. Page 93: Cincinnati POST. Page 94: Paul Turner; Rebecca Kielman's series in Hillsboro PRESS-GAZETTE. Page 95: Toler and ENQUIRER. Page 98: Toler sale bill. Page 99: Toler, prtgage-note. Page 100: Beers' 1883 history of BC. Page 101: Georgetown NEWS-DEMOCRAT, with plat showing Anderson home-site. Page 103: Burials, Upper Settlement, BC Genealogy Society.











# PLEASANT TWP. CEMETERIES BROWN CO. OHIO

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